

**NWS - NWSEO
NEGOTIATED
AGREEMENT**

October 25, 2001

**National Collective Bargaining Agreement
Between The National Weather Service
and The National Weather Service Employees Organization**

Effective October 25, 2001

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ARTICLE 1
PARTIES/PURPOSES OF AGREEMENT

SECTION 1. This Agreement is made and entered into, by, and between the National Weather Service (NWS) (hereinafter "Management"), National Oceanic and Atmospheric Administration, Department of Commerce and the National Weather Service Employees Organization (NWSEO) (hereinafter "Union").

SECTION 2. This agreement prescribes appropriate machinery, as hereinafter provided for the promotion of employee-management cooperation.

SECTION 3. This Agreement represents the total agreement between the Parties and supersedes and modifies all past policies and practices which are in conflict with this Agreement.

SECTION 4. Management and Union will both make efforts to assure that employees are in compliance with this Agreement.

ARTICLE 2
RECOGNITION AND UNIT DESIGNATION

SECTION 1. Management recognizes the Union as the exclusive representative of all employees of the unit identified below.

SECTION 2. The unit of recognition is defined to include all professional and nonprofessional employees of the National Weather Service, NOAA, DOC, except as provided below.

SECTION 3. The following are excluded from the unit:

- A. All Management officials;
- B. All supervisors;
- C. All confidential employees;
- D. All employees engaged in personnel work in other than a purely clerical capacity;
- E. All employees engaged in administering the provisions of the Federal Service Labor Management Relations Statute;
- F. Any employee engaged in intelligence, investigative, or security work which directly affects national security; and
- G. Any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by the NWS whose duties directly affect the internal security of the NWS, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

ARTICLE 3
LAWS AND REGULATIONS

In the administration of all matters covered by this Agreement, the Parties and employees are governed by the following:

- A. Existing and future statutory laws;
- B. Existing government-wide rules or regulations and government-wide rules and regulations issued after the effective date of this agreement, provided they do not conflict with this agreement;
- C. Existing and future agency regulations to the extent they are consistent with, and do not conflict with, this agreement;
- D. Except this agreement shall not conflict with 5 U.S.C. 2302 (Prohibited Personnel Practices) or any rules and regulations promulgated thereunder.

ARTICLE 4
RIGHTS OF MANAGEMENT

SECTION 1. Subject to section 2, and pursuant to 5 U.S.C. 7106(a), nothing in Title 5, Chapter 71, United States Code, shall affect Management's authority:

A. To determine the mission, budget, organization, number of employees, and internal security practices of the agency;

B. In accordance with applicable laws:

1. To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

3. With respect to filling positions, to make selections for appointments from:

a. Among properly ranked and certified candidates for promotion; or

b. Any other appropriate source.

4. To take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION 2. In accordance with 5 U.S.C. 7106(b) (2) and (3), Management shall negotiate:

A. Procedures which management officials will observe in exercising any authorities listed in Section 1 of this Article; and

B. Appropriate arrangements for employees in the bargaining unit adversely affected by the exercise of any authority listed in Section 1 of this Article by management officials.

SECTION 3. Management may elect to negotiate the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, and the technology, methods, and means of performing work.

SECTION 4. In a dispute over the application of any provision set forth in this Agreement, the position of Management will prevail pending resolution of the dispute by means of the negotiated grievance procedure or other appropriate means.

SECTION 5. The above-mentioned Management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights which belong to and are inherent to Management. It is understood that any rights Management had prior to the signing of this agreement are retained by Management and will be exercised in accordance with this agreement, where appropriate.

ARTICLE 5
RIGHTS OF EMPLOYEES

SECTION 1. Each employee in the unit of recognition shall have the right to join or assist the NWSEO, or any other labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Each employee shall have the right:

A. To act for the NWSEO in the capacity of a representative, and in that capacity to present the views of the NWSEO to elected or appointed officials of Federal, state, and local governments, the Congress, or other appropriate authorities; and,

B. To engage in collective bargaining with respect to conditions of employment as authorized by the President of NWSEO, this agreement, and applicable laws.

SECTION 2. The provisions of this Agreement shall not be construed to preclude an employee from being represented by an attorney or other representative, other than the Union, of the employee's own choosing in any grievance or appeal action or exercising grievance or appellate rights established by law, rule, or regulation, except in the case of the grievance procedure negotiated in this Agreement.

SECTION 3. Nothing in this Agreement shall require an employee to become or remain a member of the NWSEO, or to pay money to the NWSEO, except pursuant to a voluntary, written authorization by the employee for payment of dues through payroll deductions.

SECTION 4. Employees have the right, either individually or collectively, to petition Congress, or any member thereof. All employees shall be provided the full protection extended to them by law, regulation, and this Agreement. These rights will not be interfered with or denied.

SECTION 5. NWS management, or its designee, may question bargaining unit employees to ascertain necessary facts in preparation for third party proceedings under 5 U.S.C. 71, including unfair labor practices and grievances. The management representative shall tell the employee(s) :

- A. the purpose of the questioning,
- B. that no reprisal will take place,
- C. that participation is voluntary,
- D. that the questioning will not exceed the legitimate purpose of the inquiry, and
- E. that he/she may have a NWSEO representative present during the inquiry, upon request.

SECTION 6. An employee has the right to seek representational assistance on duty time from the local NWSEO steward or designee, subject to Management approval for both individuals. Procedures for approval of official time are found in Article 7.

SECTION 7. An employee has the right to refuse orders that would require him/her to violate the law or government-wide regulations. However, an employee exercising this right may be subject to disciplinary action.

ARTICLE 6
RIGHTS OF THE UNION

SECTION 1. The Union agrees to accept employees in the unit of recognition as members of NWSEO without discrimination as to race, color, creed, sex, national origin, age, handicapping condition, preferential or non-preferential civil service status, political affiliation, or marital status.

SECTION 2. The Union may request any information which is not prohibited by law, is normally maintained in the regular course of business, is reasonably available, and is necessary for full discussion, understanding and negotiation of subjects within the scope of collective bargaining. Each request must be in writing and specify the following:

- A. Identification of the data;
- B. Necessity and relevance of the data; and,
- C. Indicate if information has been previously provided.

Management will furnish the information under the following conditions:

- A. Information is reasonably available;
- B. Information is maintained in the regular course of business;
- C. Information does not constitute guidance, advice, counsel, or training provided for management officials relating to collective bargaining;
- D. Information is necessary for full discussion, understanding, and negotiations of subjects within the scope of collective bargaining.

The Union agrees that it will honor all requests returned for clarification or relevance. Management will normally request such clarification in writing within fifteen (15) days after receipt. Management will answer most information requests within thirty (30) days of receipt. If unable to answer information requests within the thirty (30) day time frame, Management will notify the Union in writing of the reason for the delay and the expected date the request will be answered.

For the purposes of this article, correspondents will recognize the following:

<u>UNION</u>	<u>MANAGEMENT</u>
National Officers, General Counsel, and Counsel (if designated by National President)	Assistant Administrator, or Designee
Regional Chairpersons & Vice Chairpersons	Regional/Office Directors
Local Branch Stewards & Vice Stewards	Local Managers

Vice Regional Chairpersons and Vice Stewards will be recognized in the absence of the Chairperson or Steward in accordance with the requirements of Article 7. The NWSEO General Counsel will only communicate with the NWS-designated representative of the Office of General Counsel, Department of Commerce, provided one has specifically been designated for this purpose. Otherwise, information requests from the NWSEO General Counsel shall be submitted to the Assistant Administrator or designee.

SECTION 3. The Union shall not call, or participate in a strike, work stoppage, or slowdown, or picketing of an agency in a labor management dispute if such picketing interferes with an agency's operations, or condone the activity above by failing to take action to prevent or stop such activity. Any informational picketing which does not interfere with an agency's operations will not be considered an unfair labor practice.

SECTION 4. The Union shall be given advance notice and afforded the opportunity to be represented at any formal discussion between management and unit employees concerning any grievance, personnel policy or practice, or other general condition of employment.

SECTION 5. Union representatives not assigned to the facility may be granted access to another facility to talk to Management, Union representatives, or employees provided that advanced clearance has been obtained from the Management of the facility being visited. The request shall specify the purpose of the meeting. Meetings will be arranged by mutual agreement. This, however, does not affect the right of the Union to meet employees in non-work areas on non-duty time.

SECTION 6. Management will provide the NWSEO, in accordance with applicable law, rule or regulation, a roster of all bargaining unit employees on a semi-annual basis, and on request, a roster of a particular class or group of employees. Bargaining unit employees will be identified by their physical location.

SECTION 7. Each steward will be permitted up to 15 minutes to meet with each newly hired employee assigned to the facility for the purpose of explaining the role and responsibilities of the NWSEO. This time will be made available within three (3) days after the employee reports for duty. Where no steward is assigned to or available at the facility, NWSEO orientation material may be mailed by the NWSEO national office to each newly hired employee.

ARTICLE 7
UNION REPRESENTATION

SECTION 1. Management agrees to recognize only the designated national and regional union representatives authorized by the President and stewards authorized by the regional chairpersons to administer this agreement. Where no representative has been properly designated, Management has no notification obligation to the Union. A representation roster will be provided to Management as follows:

A. The President of NWSEO will provide the Assistant Administrator for Weather Services in writing within 30 calendar days of the signing of this agreement (and within 30 calendar days of any subsequent changes), the names, duty stations, home addresses and telephone numbers of all national officers, regional chairpersons of the union, and their respective NWS areas of responsibility at the national level.

B. The regional chairperson or designee will provide the Regional Director/Office Director of the National Weather Service, or any other Management designee, in writing within 30 calendar days of the signing of this agreement, and annually thereafter, the names, duty stations of appropriate union stewards and their respective NWS areas of responsibility. If no telephone number is provided for stewards, management has no obligation beyond attempting to contact the steward at his/her work site.

C. The Union shall designate in writing no more than one (1) steward per organizational unit who is a bargaining unit employee. Stewards shall represent the Union and employees in only the organizational unit to which they are officially assigned as NWS employees, or as designated by the Regional Chairperson when there is a steward vacancy; (Provided however, that official time shall not be authorized for travel time when a steward so designated is required to travel to a station other than his or her own for representational purposes).

D. The Union shall designate in writing no more than one (1) Representative-at-large for the NWS Headquarters (NWSH) units. This Representative-at-large shall represent the Union and employees in only the NWS Headquarters units located in Silver Spring, MD.

The Assistant Administrator, or his/her designee, shall advise the NWSEO National President of the names of those NWS employees who are designated to serve as Labor-Management Relations (L-MR) Focal Points at the national and regional/office levels. Management shall provide copies of this notice to the appropriate Regional Chairpersons of the Union. The Union will be promptly notified of any changes in these designations.

SECTION 2.

A. Regional Chairpersons, recognized stewards, and the NWSH Representative-at-large shall be permitted reasonable amounts of official time. The table below shall serve as a guideline for judging the amount of official time typically used to perform authorized functions on duty time.

Use - Reasonable Amount of Official Time

1. Step one grievance representation (includes consideration of a possible grievance) - *Up to 5 hours per grievance.*
2. Steps two and three grievance representation - *Up to 2 hours each step per grievance.*
3. Arbitration preparation if presenting the case before the arbitrator - *Up to 16 hours per case.*
4. Arbitration - *Actual time, as presented in Article 11.*
5. Formal meetings - *Actual time of meeting.*
6. Weingarten meetings - *Actual time of meeting.*
7. Article 8 meetings - *Actual time of meeting.*
8. Preparation and communication with corresponding levels of management (Article 6, Section 3) on matters covered by this agreement - *Each instance - no more than 2 hours.*
9. Proposed disciplinary, adverse action, or performance-based representation - *Up to 8 hours preparation time per action per representative.*

All the above time frames include time spent on the telephone.

B. Local management will be notified in writing if a vice steward or regional councilperson is authorized to act in the absence of the designated steward. In these situations, the vice-steward or regional councilperson is authorized use of official time for the above-enumerated representation purposes which would otherwise be accorded to the steward.

C. Regional/Office Management will be notified in writing if a Regional Vice-Chairman or Regional Councilperson is authorized to act in the absence of the Regional Chairperson. In these situations, the Vice Chairperson or councilperson is authorized use of official time for the above-enumerated representation purposes which would otherwise be accorded the Regional Chairperson.

D. Regional chairpersons will be authorized up to 8 hours official

time per pay period to conduct representational activities and/or activities authorized by the contract in addition to the official time necessary for regional negotiations or consultations, or for labor-management committee meetings authorized by Article 8.

SECTION 3. The amount of official time granted for national NWSEO officers may have a direct impact on the ability to schedule employees in a field office or other NWS activity where shift operations are involved. The removal of those officers from a shift schedule may require staff augmentation to ensure the continuation of services.

A. The NWSEO President, Executive Vice President and Secretary/Treasurer are authorized the following amounts of official time to perform the functions authorized by this Agreement without loss of leave or pay:

The NWSEO President may use up to 80 hours official time per pay period. The Executive Vice-President shall be granted up to 40 hours official time per pay period and the Secretary/Treasurer up to 16 hours of official time per pay period. If any national position is abolished or vacant, the NWSEO President may designate an alternate who will be granted the official time authorized for the position.

Excluded from the hours referenced above are:

1. Article 8 meetings;
 2. Article 8 travel time, if otherwise in a duty status;
- and
3. Consultation at the national level with NOAA, DOC, and OPM to be determined on a case by case basis.

Official time is authorized for:

1. Preparation and communication on provisions covered by this agreement;
2. Union grievances (Article 10);
3. Informal ULP (Article 22);
4. Grievances at step 2 or 3;
5. Arbitration when union advocate;
6. Preparation of agenda items for Article 8 meetings; and
7. Preparation of reports for other agencies required by law.

All the above time frames include time spent on the telephone. Official time for negotiations and any preparation time at the national and regional levels will be negotiated by separate Memoranda of Understanding and are not covered herein.

Management shall make available telecommuting arrangements for the NWSEO President, Vice President, Secretary/Treasurer, and Regional Chairpersons at no cost to the government, for use up to the authorized official time for each office.

SECTION 4. Supervisors or other designated officials will release Union Representatives from their official work assignments on official Government time, provided that workload conditions permit and/or other means of accomplishing the scheduled work are available, and after advising the representatives of the conditions of and any limitations to their release, when one of the following situations is completely satisfied.

A. A management official requests the release of the representative for activities expressly authorized on official Government time by law or this Agreement;

B. The union representative has been designated by a bargaining unit employee as the employee's representative in accordance with the provisions of the Agreement; or

C. To represent the union under a labor relations activity authorized by the provisions of this Agreement.

SECTION 5. Official Time Procedures

A. Recognized officers and stewards of the union will be excused by Management on official Government time consistent with the workload and the operational needs of the organizational components to which they are assigned. For all authorized situations where an employee requires official time to engage in Agreement-related activities, the employee must specifically request prior excusal from duties from the immediate supervisor, or other designated official in accordance with the provisions of this Article. This does not preclude prior arrangements with a supervisor to cover those periods when a supervisor, or designee is not available due to differences in working schedules.

B. The Executive Vice President, and Secretary/Treasurer shall make all requests for the authorization to use official time to the Assistant Administrator for NWS or his designee on a biweekly basis. In this request the officer may specify particular shifts or parts thereof on which he/she would like to utilize the official time. This request may be made verbally, via a telephone, or in writing. Management shall approve the requested time or specific alternative times within three business days of the request. This does not preclude arrangements for longer periods of authorization; normally the authorized official time for national officers will be incorporated into the master rotation.

C. The union agrees that in the interest of efficient government, all efforts will be made to use approved time expeditiously, and that

effect on the work schedule of the union representative's office/unit is a factor in the decision as to when official time may be authorized. Only one employee may serve as a representative in a particular case of complaint at any one time on official time. The supervisor or designee shall propose an alternate time in those instances where requested official time is denied.

D. A designated representative must obtain the permission from the supervisor of any employee he/she wishes to contact on the employee's duty time regarding a representational matter. The represented employee's supervisor or designee makes the final determination on the release of employee. This does not preclude a change in designation.

E. Management is under no obligation to pay Union representatives for representational time spent when they are not scheduled to work, nor is Management obligated to incur any other expenses in connection with representational duties. No overtime or premium pay is payable for the purpose of representational activities. Travel and per diem for representational purposes will be allowed in accordance with Article 8 of this Agreement.

SECTION 6. In those instances where a designated representative must contact an employee being represented or seeking representation, appropriate management officials, or the regional chairperson, the use of a NWS telephone is authorized, prior approval of the supervisor(s) is obtained and the provisions of this Article are met. Telephone usage is limited to representation and representational questions between stewards or designated representatives, represented employees and Regional chairs. In any event, any other internal union business discussions or conference calls for any union purpose are not authorized. National officers utilizing NWS telephones must meet all requirements of this Article, and such use shall count against the maximum authorized time.

SECTION 7. In accordance with the Statute and the interest of efficient conduct of government business and the economical use of government time, activities related to the internal affairs of the Union will not be conducted within the working hours or work areas of employees. Management facilities and/or equipment and ADP equipment shall not be used for any such purpose.

SECTION 8.

A. There shall be no restraint, interference, coercion, or discrimination against union representatives because of the performance of their approved official representational duties. A steward shall not use official time in his/her position as a Union representative for matters outside the scope authorized by this Agreement and will conduct his/her approved business with dispatch. Union representatives may receive, but not solicit, complaints and/or grievances of employees on official or duty time. NWS staff, equipment or property will be used in conjunction with or as a result of representational functions only as provided in Article 25 (Communications And Facilities).

B. In those instances where a Union representative's use of official time does not comply with the provisions of this agreement, Management will initially discuss the matter with the Union representative in order to find a satisfactory solution. Abuse of official time could lead to disciplinary action.

SECTION 9. Official time recording is a bilateral system to meet the OPM requirement that a record of official time be used in the performance of representational duties be maintained. Each union official/steward will maintain a bi-weekly account which will show the authorized total time spent on representational duties and the specific purpose for usage. The appropriate supervisor shall indicate approval by initialing on the log for each period of time spent on approved representational duties. The log shall be forwarded to the Assistant Administrator's designee in NWS Headquarters, through the local supervisor on a bi-weekly basis no later than the Monday following the end each pay period. When no official time has been used, the official/steward need not submit a report.

ARTICLE 8
LABOR-MANAGEMENT RELATIONS

SECTION 1. The Parties' Commitment to Bilateral Cooperation

A. The Federal Service Labor Management Relations Statute imposes an obligation upon the parties to bargain in good faith over the impact and implementation of, and in some cases the substance of, changes in working conditions which are proposed by one or the other of the parties during the term of this Agreement. The parties also recognize that predecisional involvement in decisions which are traditional management prerogatives may obviate the need for subsequent bargaining over the impact and implementation of management decisions. During the past decade, management has obtained employee input, through NWSEO, prior to making decisions about the structuring of the workforce and the agency's method of operations. Similarly, the parties have successfully bargained and reached mutual agreement over the restructuring of the NWS during and at the conclusion of the agency's modernization. The union and the employees' input has resulted in decision making that has received widespread support within the workforce and has resulted in fewer grievances and improved job satisfaction, as well as better service to the public.

It is the intent of the parties to continue to build on these achievements in bilateral cooperation during the term of this new Agreement. Accordingly, the parties have reexamined the processes by which they have bargained over changes in working conditions during the term of the last agreement and have, in this article, modified those procedures to better effectuate their shared goals.

The parties also recommit themselves to building trust and respect for one another; respecting each other's interests, integrity and motivation; being open to consideration of each other's perspectives and ideas on how to deal with issues; promoting at all levels direct dealing with one another; and sharing information required to make informed decisions, as permitted by law, rule or regulation. Both parties will practice pre-decisional involvement, which is defined as soliciting employee input, through the procedures contained in this article, into decisions which affect them prior to the final decision. Inasmuch as NWSEO has been certified as the exclusive representative of bargaining unit employees, the parties recognize that all employee input will be provided through the appropriate union representatives who will exercise their statutory duty to fairly represent the interests of all employees in the bargaining unit without discrimination.

SECTION 2. Local Office Teams and Labor Councils

A. Structure

1. In order to obtain employee pre-decisional input at the local office level, the parties shall continue to convene "Local Office Teams" or "LOTs" at local field offices, NCEP Centers, Regional Headquarters, and Divisions within the National Headquarters. The LOTs will be co-chaired by the field office MIC/HIC/OIC, Center Director, Deputy Regional Director, or Headquarters Division Chief and the corresponding NWSEO Steward, or their designees. The LOT will usually consist of two members. The principle of equal representation on official time applies. Where a branch does not have a steward, or where an office/unit has no NWSEO members, the Regional Chairperson will designate the respective Regional Councilperson to act in lieu of a steward. Employees may bring issues and concerns to the Councilperson, who will present the issues/concerns to the manager. When a LOT meeting is needed, the Regional Councilperson will either travel to the local branch to interact with employees and management, or subject to time and resources, participate in the LOT meeting via teleconference.

2. There shall also be a Regional Labor Council (RLC) in each of the NWS regions to function as a regional problem solving group and to be a forum for pre-decisional input on decisions affecting the region as a whole or which will impact more than one office in a particular region. The RLC shall be chaired jointly by the NWS Regional Director or his/her designee, and the NWSEO Regional Chairperson or his/her designee. Up to three (3) additional management and three (3) NWSEO representatives may be selected by the respective chairs of the RLC, based on the principle of equal representation on official time.

3. There shall also be a National Labor Council (NLC) which shall consist of the Assistant Administrator for Weather Services or his/her designee, and the President of NWSEO or his/her designee who will jointly chair the Council. Up to three (3) additional management and three (3) NWSEO representatives may be selected by the respective chairs of the NLC, based on the principle of equal representation on official time. The NLC will function as a national problem solving group and as a forum for pre-decisional input on decisions affecting the bargaining unit as a whole or which will impact more than one region.

B. Meeting Schedule and Procedures

1. The LOT shall meet whenever needed. When local management contemplates proposes a change which materially affects office operations or working conditions of bargaining unit employees at the local level, he/she shall request a LOT meeting with the steward and shall place the matter on the meeting's agenda, which must be prepared in advance. This LOT meeting should be held prior to local management making a final decision on the contemplated changes so that predecisional input can be obtained. Notice of the contemplated change shall be made as far in advance as is practicable. The Steward will be provided with a reasonable opportunity, not to exceed 15 days, to consult with the impacted employees. Any comments or suggestions will be presented to the team representative. If the suggestions or comments apply to an agenda item, they will be considered during team meetings. Whenever the local steward wishes to discuss a proposed change in working conditions or office operations she/he shall request a LOT meeting which shall be conducted promptly.

2. RLC and NLC meetings will be held semi-annually, or more often as determined by mutual agreement of the council/team co-chairs. Meetings will be held at locations mutually agreed to by the council/team, or by tele or video conferencing as also mutually agreed to by the council/team.

3. Any council/team member may submit items to the respective chair for inclusion in the agenda. The agenda will be prioritized by the chairs, and provided to each council/team member no later than two weeks prior to the date of the next scheduled meeting.

C. Process

1. LOTs, Regional and National Labor Councils shall consist only of union and management representatives. However, each side may call upon experts, including OA/ASC personnel or bargaining unit employees. These experts may answer questions and offer opinions, but they are not team members. Employees in the field office may attend the LOT meeting and present their comments, opinions, and suggestions. LOT and Labor Council members may also invite observers upon prior notice to the other participants. After opinions and or comments are given to the LOT, the guests will leave and the team members will consider the opinions and/or comments and try to reach a decision.

2. Each council/team may create ad-hoc sub-committees or working groups to assist the council/team. However, since such subcommittee or working group members are serving in a representative capacity, only bargaining unit employees who are designated by the union may serve on the subcommittees or working groups, and such participation will be limited to union members. Subcommittees or working groups may also call upon experts, including OA/ASC personnel or other bargaining unit members.

3. All council/team recommendations and decisions will be reached by consensus. If the LOT or RLC does not have the authority to make a decision, recommendations on the particular agenda item will be sent to the next level where it will automatically be placed on the next meeting agenda. Recommendations will be recorded and forwarded promptly to the appropriate official for action. Recommendations that are not adopted will be returned promptly to the council/team with a written explanation of the reasons for non-adoption. The council/team may reconsider, or may use the alternative dispute resolution (ADR) or statutory process.

4. Union and Management agree that before either party invokes their right to utilize a third party to resolve a dispute (such as the Federal Service Impasses Panel, or the Federal Labor Relations Authority), serious consideration must be given to utilizing ADR processes agreed to by the parties to assist in reaching consensus and/or agreement. This may include requesting a mediator from the local office of the Federal Mediation and Conciliation Service.

5. The chair will be responsible for preparing the minutes of each council meeting. In the case of LOT meetings the responsibility for preparation of the minutes shall alternate between the manager and the steward. A copy of the minutes shall be provided to each council/team member within seven days of the meeting and will also be posted on the unit bulletin board.

6. Actions of the LOT or RLC cannot amend or otherwise alter the terms of the collective bargaining agreement or National Memoranda of Understanding (MOU).

D. Administrative Costs

All administrative costs, including travel and per-diem for RLC and NLC members, and in the case of the LOT, for the designated Regional Councilperson, shall be paid by management. Management and NWSEO agree that cost will be considered when scheduling and conducting, LOT, RLC and NLC meetings. Tele and video conference meetings may be used to reduce travel costs.

E. Official Time

NWSEO representatives will be authorized up to a maximum of eight hours of official time to prepare for council/team meetings. Meetings will be scheduled far enough in advance to ensure that work scheduling requirements of the NWS/NWSEO CBA are met. Official time for travel and meetings will be authorized. Additional official time, as jointly determined by the council/team, will also be available for NWSEO representatives who serve on any subcommittee/workgroup that the council/team may establish. Official time authorized herein will be separate from, and in addition to, any official time provided under the terms of the CBA.

F. Assessment

Union and Management agree that the effectiveness of this process can be maximized by periodic evaluation and assessment. Therefore, the parties on an annual basis agree to place on the agenda for deliberation assessment of the overall effectiveness of these procedures at both the RLC and NLC levels. The parties may amend this Article by mutual agreement at the NLC level in order to establish better procedures based on their experiences in the prior year.

SECTION 3. Negotiation over Proposed Changes in Conditions of Employment and Fulfillment of the Midterm Bargaining Obligation

A. Changes at the local office level: If a LOT is unable to reach consensus over a management or union proposed change which materially affects working conditions that is limited to the local level, the parties shall complete their bargaining obligation at the Regional level. This may be done in either of two ways. The matter may be placed on the agenda for the next RLC meeting by the party which seeks to make the change in working conditions. In the alternative, the party seeking the change may give the other party notice at the Regional Level of the proposed change and that the LOT was unable to reach a consensus about the change. The other party must respond in writing within 15 days of receipt of this notice indicating whether the proposed change is acceptable, and, if not, offering a written counterproposal. If the proposed change in working conditions is only subject to bargaining over its impact and implementation, the union shall provide written proposals which are addressed specifically to the impact the change will have on unit employees or how it will be implemented.

B. Changes at the Regional Level: (i) Where, during the life of this Agreement, Management proposes a change which materially affects conditions of employment for bargaining unit employees on an NWS Region-wide basis, or in more than one office within the same NWS region, the appropriate Regional Chairperson shall be notified as far as practicable in advance of the proposed effective date. If the Union desires to bargain over any aspect of the proposed regional change, the Union must respond in writing within 15 days of receipt of this notice indicating whether the proposed change is acceptable, and, if not, offering a written counterproposal. If the proposed change in working conditions is only subject to bargaining over its impact and implementation, the union shall provide written proposals which are addressed specifically to the impact the change will have on unit employees or how it will be implemented. (ii) Unless the parties agree otherwise, bargaining over these proposed changes shall take place face to face. Management shall pay travel and per diem for two union negotiators. In the alternative, Management may, at its option, place the matter on the agenda of the next RLC meeting, provided that it does not implement its proposed change in the interim. Face to face bargaining shall take place at the RLC meetings. For those issues that arise between RLC meetings, tele or video conferences may be used to reduce travel costs.

C. Changes at the National Level: (i) Where, during the life of this Agreement, Management proposes a change which materially affects conditions of employment for bargaining unit employees on a nationwide basis, or in more than one NWS region, Management will give the NWSEO President as much advance notice as is practicable in advance of the proposed effective date. If the Union desires to bargain over any aspect of the proposed change, the Union must respond in writing within 15 days of receipt of this notice indicating whether the proposed change is acceptable, and, if not, offering a written counterproposal. If the proposed change in working conditions is only subject to bargaining over its impact and implementation, the union shall provide written proposals which are addressed specifically to the impact the change will have on unit employees or how it will be implemented. (ii) Unless the parties agree otherwise, bargaining over these proposed changes shall take place face to face. Management shall pay travel and per diem for three union negotiators. In the alternative, Management may, at its option, place the matter on the agenda of the next NLC meeting, provided that it does not implement its proposed change in the interim. Face to face bargaining shall take place at the NLC meetings. For those issues that arise between NLC meetings, tele or video conferences may be used to reduce travel costs.

SECTION 4. If NWSEO requests clarification of the proposed changes in conditions of employment at the National, Regional or local level, the request will be made, in writing within seven calendar days after receipt of the notice. In such a case, the 15 calendar day period for NWSEO's submission of proposals will commence upon receipt of Management's response to the request for clarification. Furthermore, if the management proposal is substantively bargainable, the union's counterproposal may consist of a proposal that the change itself not be made.

SECTION 5. The results of such negotiations under this Article shall be reduced to writing in an MOU and may be subject to ratification by the union's membership. These results will, in no event, alter, change, amend or conflict with this Agreement unless agreed to at the national level.

SECTION 6. Management will maintain the status quo pending bargaining under this Article unless the Union fails to respond within the time frames contained herein, or except if in doing so, the agency would be continuing an illegal practice, or if there is an overriding exigency. However, it is agreed that when, during the negotiation process either party declares an impasse, and neither party has requested the service of the Federal Mediation and Conciliation Service within seven (7) working days, Management may effect the proposed changes in accordance with the last proposal made by Management and appropriate notice is given to the Union as to when the changes are intended to be put into effect.

SECTION 7. Any existing non-contractual past practices as of the effective date of this Agreement, which are not contrary to law or government wide regulation, may only be changed through the provisions of this Article.

ARTICLE 9
NOT USED

ARTICLE 10
GRIEVANCE PROCEDURE

SECTION 1. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of employee, NWSEO, and Management grievances over the interpretation or application of this agreement and other conditions within the bargaining unit subject to the control of Management. Unless otherwise provided for, this procedure will be the sole procedure available to the NWSEO, Management, or bargaining unit employees for resolving grievances.

This article provides a grievance procedure that is fair, simple, and provides for expeditious processing, and which includes procedures that:

- A. assure NWSEO the right to present and process grievances in its own behalf or on behalf of any employee in the bargaining unit;
- B. assure each employee the right to present a grievance on his/her own behalf, and assure NWSEO the right to be present during the grievance proceeding;
- C. assure Management the right to present and process grievances; and
- D. provide that any grievance not satisfactorily settled under this procedure shall be subject to binding arbitration which may be invoked by either party.

As defined by 5 U.S.C. 7103 (a) (9), and, for the purposes of this agreement, a grievance means any complaint -

- A. by any employee concerning any matter relating to the employment of the employee;
- B. by any labor organization concerning any matter relating to the employment of any employee; or
- C. by any employee, labor organization, or agency concerning-
 - 1. the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - 2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

For the purpose of this Article, "labor organization" means NWSEO.

Excluded from this negotiated grievance procedure (NGP) are the following:

- A. Any claimed violation of subchapter III of Chapter 73 of Title 5, U.S. Code relating to prohibited political activities;
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal under Section 7532 of Title 5, U.S. Code (national security);
- D. Any examination, certification, or appointment;
- E. The classification of any position which does not result in the reduction in grade or pay of an employee;
- F. Termination of probationary and temporary employees;
- G. Non-selection for promotion from a group of properly ranked and certified candidates;
- H. Any issue where there would be no tangible relief to the grievant;
- I. Granting or failure to grant incentive awards;
- J. Warnings and notice of proposed action;
- K. Non-adoption of suggestion;
- L. Content of published DOC, NOAA and NWS regulations and policies (however application of such regulations and policies may be grieved);
- M. Non-selection for temporary promotion of less than 120 days; and
- N. The filling of any position outside the bargaining unit.

In matters covered by Equal Employment Opportunity regulations, exclusions #G, I and M of Section 1 do not apply. An employee may initiate an action under the provisions of Section 4(A) and Article 18, Section 3.

SECTION 2. INTENT AND UNDERSTANDING OF THE PARTIES

A. Management and NWSEO recognize and endorse the importance of settling grievances, promptly and equitably at the lowest possible supervisory and NWSEO level. Employees may bring his/her concern to either the Steward, the manager, or both, on an informal basis, prior to the use of these procedures. The Steward will advise the employee, and if requested, speak to the manager about all such concerns as soon as possible. The provisions of this Agreement shall not preclude a bargaining unit employee from bringing a matter of personal concern to either management or NWSEO.

B. The parties agree to cooperate fully in processing grievances and to make every reasonable effort to ascertain, document, and present the relevant facts relating to any matters processed under this procedure.

C. Employees should recognize that NWSEO's right to information for grievance processing and other representational rights pursuant to 5 U.S.C. 7114 (b) may supersede the employee's right to privacy provided by the Privacy Act (5 U.S.C. 552a).

SECTION 3. TIME LIMITS

A. All time limits specified in this Agreement are binding. This does not preclude the request for an extension of seven (7) calendar days. The request shall be granted automatically and documented by the requester and the grantor, with copies to the other. Additional extensions shall be reasonable and only by mutual agreement and documented in writing to one another. In considering an extension, the parties will consider (1) the length of the delay, (2) the existence of circumstances beyond the control of the party, and (3) whether prejudice to the employer or NWSEO would result from a waiver of time limits.

B. Failure of NWSEO, the grievant, or the grievant's representative to observe any time limit shall nullify the grievance.

C. Failure of Management to observe any time limit shall automatically elevate the grievance to the next step.

SECTION 4. PROCEDURAL INFORMATION

A. In adverse actions (5 U.S.C. 7512), EEO discrimination complaints, prohibited personnel practices under Section 2302 (b) (1), and removal or reduction-in-grade for unacceptable performance (5 U.S.C. 4303), an aggrieved employee may use either the negotiated grievance procedure or the statutory appeals procedure but not both. An employee shall be deemed to have exercised his/her option at such time as the employee initiates a timely complaint or appeal under the applicable statutory procedure or timely files a grievance, in writing, in accordance with the provisions of the NGP, whichever occurs first.

B. An employee may present a grievance to Management and have it adjusted with or without the services of NWSEO. If presented without NWSEO representation, such grievances may be adjusted without NWSEO intervention, provided the adjustment is not inconsistent with the terms of this agreement.

C. Employees who choose to present their own grievances without intervention by NWSEO are not entitled to further review or consideration beyond the opportunity to present their grievances and have them adjusted, affirmatively, or negatively. The decision on such a grievance is final as to the employee who chooses to present his or her grievance without the intervention of NWSEO. The NWSEO National President will be provided with a copy of the adjustment.

D. Should Management or NWSEO question the grievability of such a matter presented under the terms of this Agreement, such will be presented to an arbitrator in accordance with Article 11, Arbitration.

E. A grievance which does not contain the information necessary to reach a decision, or is otherwise unclear, will be returned to the representative of record or the grievant with an explanation of the reason(s) for its return within seven (7) days of its receipt. If such a grievance is re-initiated, it must be done within ten (10) calendar days after receipt of the returned grievance, or it will be terminated at that step. The Management time limits to respond begin when the information requested is received.

F. New issues may not be raised by either party or the grievant after the decision is rendered at Step One of this procedure, however the parties may mutually agree to join new issues to a grievance in progress. The parties may mutually agree to amend a grievance at any step.

SECTION 5. GRIEVANCE RESOLUTION

A. The filing party may terminate the processing of a grievance at any time. Once terminated, the same grievance may not be re-instituted by the grievant and/or NWSEO.

B. If any employee who has filed a grievance departs the bargaining unit before a decision is reached on a grievance which is being processed, the grievance is null and void unless the employee can be granted tangible relief.

C. If, at any step, NWSEO and Management agree that no grounds existed for a grievance or they agree to the means of adjusting the grievance, they shall state their agreement in writing, signed by both parties. This will constitute the final resolution of the grievance.

D. It is understood that when a decision concerning a disciplinary or adverse action is accepted by a grievant, it will be considered to be settled in its entirety, and neither the grievant nor NWSEO may elect to proceed further with the grievance or appeal. Such a settlement shall not be precedent in any future grievance or appeal involving a subsequent disciplinary or adverse action.

E. Any resolution resulting from a successful grievance mediation initiated under this Article shall be in writing and shall be binding on management, the employee, and the union for that specific grievance, subject to reviews by NOAA and Department of Commerce staff required by the NOAA ADR Program. Mediated resolutions shall not be considered as a precedent for any other grievance covering the same or similar matters.

SECTION 6. REPRESENTATION AND EMPLOYEE OFFICIAL TIME

A. When an employee chooses to be represented by NWSEO under the provisions of this Article at Step One, he/she shall be normally represented by the local steward. The designation of a representative at Step One does not prohibit the grievant from changing representatives at any subsequent step. Any changes in NWSEO representation thereafter shall be documented in writing to the appropriate management official. The NWSEO representative will be afforded appropriate official time for grievance processing in accordance with Article 7.

B. Unit employees may only be represented in grievances and arbitration, as provided for in this agreement, by NWSEO. Unit employees may not be represented by representatives of their choosing, including attorneys, in this procedure.

C. Once a representative has been designated, all correspondence and communications will be sent to the representative with courtesy copies to the grievant. Management shall not contact the grievant directly, either in writing or verbally, if the grievant has designated a representative. If during the course of a grievance, an NWSEO representative contacts a management official, the representative will inform the official of his representational role and the purpose of the contact. If the NWSEO representative at Step One is an attorney, the management official contacted has the option of first consulting with the agency's representative of record in the Department of Commerce General Counsel's Office.

D. An aggrieved bargaining unit employee, if otherwise in a duty status shall be granted a reasonable amount of official time without charge to leave or loss of pay to prepare and present his/her grievance, including time to secure advice on his/her rights, obtain information or assistance, to prepare documents, and to prepare for an arbitration hearing in accordance with Article 7. The granting of official time is subject to the approval of the appropriate official on a case by case basis, depending upon exigency of the needs of the service. It shall be understood that an alternate suggested time is an acceptable accommodation.

SECTION 7. EMPLOYEE GRIEVANCES.

Step One

A. When an employee chooses to file a grievance, the grievance must be submitted, in writing, to the immediate supervisor within fifteen (15) calendar days of the date the employee is harmed, becomes aware of or should have been aware of the action being grieved. The written grievance shall contain the following:

1. The name and duty station of the grievant.
2. Must clearly state that this is a grievance.
3. A brief description of the facts surrounding the grievance including relevant dates and places and known witnesses.
4. The specific provision of this agreement (Article, Section if a contract violation is being grieved, if known).
5. Any past practice which is claimed to have been violated.
6. The specific law, rule, or regulation claimed to have been violated (if known to the grievant).
7. An explanation of how the grievant was harmed.
8. The remedy being sought.
9. The name and address of the grievant's union representative, or a statement that the employee is representing himself/herself.
10. All grievances must be signed and dated.

Response

A. The supervisor or designated management official reviewing a grievance for Step One adjustment must issue to the employee or the designated representative, a dated written notice of the disposition of the grievance which contains the following information within fifteen (15) calendar days:

1. the decision with respect to the grievance;
2. the reason for the decision;
3. the reasons for granting/denying the relief;
4. the grievant's right to file at the next step of the
NGP if still dissatisfied;
5. the time limit; and
6. the name and address of the next level for submission.

Step Two

A. An employee or designated representative dissatisfied with the answer provided in Step One may appeal the grievance to the Regional/Office Director, or designee, within fifteen (15) calendar days of receipt of the written response.

The Step Two written grievance shall contain a general statement explaining why management's Step One response is not acceptable and a copy of the Step One grievance and the response.

In those cases where the Assistant Administrator for NWS represents the next higher level of line supervision, the grievance shall be submitted to the Deputy Assistant Administrator for NWS, to fulfill the Step Two requirement. Within twenty-one (21) calendar days following receipt of the grievance, Management will send a written decision to the grievant or his/her designated representative which will include the name and address of the next level for submission.

Step Three

A. If satisfactory settlement is not reached at Step Two, and further review is necessary, 2 options are available:

- 1) the grievance must be sent to the Assistant Administrator for NWS, or designee, within fifteen (15) calendar days of receipt of the decision in the preceding step. This written grievance must contain a copy of all documents developed during Steps One and Two and general statements of why the grievant feels Management's Step Two response is not acceptable;

2) A request to mediate the grievance must be sent to the Assistant Administrator for NWS, or designee, within fifteen (15) calendar days of receipt of the decision in the preceding step. This request must include a copy of all documents developed during Steps One and Two and general statements of why the grievant feels Management's Step Two response is not acceptable. Employees represented by NWSEO In Steps One and/or Two of the grievance procedure must first consult with their designated representative before making a mediation request. Within fifteen (15) calendar days of receipt of a request to mediate, the NWS must decide whether the grievance is appropriate for mediation.

If the NWS agrees to mediate the grievance, the NWS will initiate action to obtain the services of a mediator through the NOAA Alternative Dispute Resolution (ADR) Program Administrator. The costs of the mediator shall be borne by the NWS. Mediation sessions will utilize NWS facilities at the worksite of the employee whenever possible. In the event that a mutual resolution of the grievance cannot be achieved through mediation, the employee must use the procedures of Step Three A.1) above to obtain further grievance consideration.

If the NWS refuses to mediate the grievance, the grievance shall proceed using the procedures in Step Three B. and Step Three C. below.

B. Within forty-five (45) calendar days following receipt of the grievance, a written decision will be sent to the designated representative (or to the grievant if no representative is designated). In the case of an employee who chooses to present such grievances without NWSEO representation designated in Step One, this decision will be final and arbitration may not be invoked.

C. Management will also simultaneously send a copy of the Step 1, 2, and 3 grievances and responses to the NWSEO national office and to the NWSEO National President.

SECTION 8. All responses made by bargaining unit employees to notices of proposed disciplinary actions shall be considered as fully satisfying the requirements for contesting the disciplinary actions through Step One of the grievance procedure contained in this Article. After disciplinary action is taken, an employee who responded to the notice of proposed disciplinary action shall be entitled to grieve the discipline by presenting a grievance directly into Step Two of the NGP. If the employee did not respond to the notice of proposed disciplinary action, the employee may grieve the action after the discipline is taken by presenting a grievance at Step One of the NGP.

SECTION 9. UNION/MANAGEMENT GRIEVANCE PROCEDURE

A. Management grievances shall be initiated in writing by the Assistant Administrator for NWS or designee and presented to the NWSEO President, or designee, within 30 calendar days of the action or condition giving rise to the grievance. Decisions by the NWSEO President, or designee shall be rendered in writing no later than 30 calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by Management.

B. Union grievances shall be initiated in writing by the NWSEO President, or designee and presented to the Assistant Administrator, or designee within 30 calendar days of the receipt of the action or the condition giving rise to the grievance. Grievances filed by the Union which are not institutional in nature, i.e. there is a specific harm that can be identified to the union as an institution, must identify the aggrieved employees by name, location, harm incurred, violation alleged, date(s), time(s), place(s) of the action which gave rise to the grievance, and other pertinent information which can be evaluated in making a decision. Decisions by the Assistant Administrator or designee shall be rendered no later than 30 calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by the Union.

SECTION 10. MEMORANDUM OF UNDERSTANDING

A. The grievance procedure created by this section shall be used exclusively to resolve differences over interpretations or applications of MOUs referenced in Article 8.

B. A grievance must be presented in writing within fifteen (15) calendar days of the alleged violation of the MOU at the level of the signatory of the MOU. When a grievance is filed, the parties will meet and/or discuss the matter within fifteen (15) calendar days after receipt. A written decision will be issued within fifteen (15) calendar days of the meeting or discussion. If the grievance is not settled by this method, the grieving party at the National level may invoke arbitration within thirty (30) calendar days after receipt of the final decision.

C. The arbitrator's decision resolving these differences shall not alter, change, amend, or conflict with the controlling National agreement.

Arbitration awards or grievance settlements over MOU shall not be applicable or precedential beyond that area covered by the particular MOU in dispute unless the parties at a higher level agree otherwise.

ARTICLE 11
ARBITRATION

SECTION 1. Within twenty one (21) calendar days after receipt of the final decision under Article 10, either Management (Assistant Administrator for NWS or designee) or the Union (National President or designee) may invoke arbitration by notifying the other party in writing.

INVOKING ARBITRATION

The grieving party shall advise the Federal Mediation and Conciliation Service (FMCS) that a dispute exists and shall request a list of seven (7) impartial arbitrators who are qualified by virtue of experience, background or training to arbitrate grievances in the Federal (U.S.) Sector. The grieving party shall request that a copy of the list be furnished to each party. A copy of this correspondence and the designation of the representative shall be served simultaneously on the other party on the day of the request. The receiving party will then provide a written designation of its representative. The designated representatives should contact each other within two weeks after receipt of the lists to arrange for selection of an arbitrator.

Within twenty-five (25) days after receiving the list, the parties will make the final selection. This will be accomplished by first management and then the union alternately striking names until only the selectee remains. On the next occasion, the union shall strike first. If the selected arbitrator is not available, the parties may agree to request another list or select someone else from the same list. Each party will notify, in writing, with a copy to each other, the FMCS and the arbitrator of his/her selection.

SECTION 2. PREPARATION FOR ARBITRATION

A. A grievance file will be established by Management which is to be referred to arbitration. Copies of this file will be provided to the arbitrator within fifteen (15) days after the selection. The file shall contain the grievance and responses(s), a copy of this Agreement, and where appropriate, a copy of any statute, rule, regulation, or policy alleged to have been violated.

B. The arbitrator shall hold a pre-hearing conference (telephonic or as agreed) to assist in framing or narrowing the issues; to receive joint stipulations; to schedule the hearing, and to assist in resolving remaining questions regarding the arbitration procedures.

C. Unless the parties agree that the matter may be resolved solely on the basis of the written jointly stipulated record (as required by Section A and B above) of the grievance procedure, the arbitrator shall hold a hearing, and the parties shall be permitted to call witnesses and present evidence and oral/or written arguments.

SECTION 3. SITE AND TIME

A. Arbitration hearings will be held on NWS premises at the grievant's duty station when practicable. Should the grievant change his/her duty station, the hearing shall be held where the grievance occurred, or at any site mutually agreed to by the parties. The arbitration site for grievances filed by Management or the Union under Article 10, Section 9 shall be determined by mutual agreement. Failing such agreement, the arbitrator will determine the site.

B. The hearing shall normally be held during regular business hours, Monday through Friday.

C. The arbitrator will set the date of the hearing with the concurrence of the parties' representatives. Once that date has been established, any party that unilaterally requests an arbitration hearing be delayed, postponed, and/or canceled for whatever reason shall pay any and all fees. Payment of any non-refundable travel expenses will be determined by the General Services Administration.

D. In any grievance where the parties mutually agree to delay, postpone and/or cancel an arbitration proceeding, the parties will equally pay all fees.

SECTION 4. WITNESSES

A. The grievant, the grievant's technical representative and all employees who are called as witnesses will be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave provided that the NWSEO gives Management advance notice of at least seven (7) calendar days prior to the posting of the "fixed" work schedule covering the date(s) of the hearing.

B. If Management determines that it is not practicable operationally to comply with a request for a witness, the management representative shall notify the arbitrator and the Union of the reasons for that determination. If, in the arbitrator's judgement, the witness is essential to a full and fair hearing, he/she may postpone or continue the hearing until such time as Management is able to comply with his/her request. Any costs incurred shall be shared equally by the parties. Management agrees to issue no cost refundable travel orders to NWSEO witnesses in order to use the Government rate.

C. Both parties agree to call only the minimum number of witnesses necessary to present their case.

D. Witnesses who are permitted to remain after giving testimony are not authorized official time to do so. However, a union technical representative, who is also a witness, may remain during the entire proceedings on official time. A management technical representative who is also a witness may remain during the entire proceedings.

E. Under no circumstances will NWSEO witnesses or representatives be authorized overtime or premium pay as a result of participating in these proceedings.

SECTION 5. ARBITRATION COSTS

A. The parties will each pay one-half of the regular fees and expenses of the arbitrator hearing the case.

B. If the arbitrator requires a transcript, each party will pay one-half of the cost. The transcript will be made by a certified court reporter. Costs will be limited by GSA regulations for the court reporter and the transcript.

C. Where a party has been accorded full opportunity to appear before the arbitrator and be heard, the party cannot complain with the result if they voluntarily choose not to appear. In this case, the party failing to appear shall pay the whole cost of the arbitration.

D. When a transcript is not required by the arbitrator but mutually desired by the parties, the cost of a certified court reporter and the transcript will be shared by the parties.

E. In the event that either party solely desires a transcript that party shall bear the entire cost. The other party is not entitled to a free copy.

F. All other expenses which the parties agree to incur shall be shared equally.

G. Travel and other costs for Management representatives and witnesses shall be paid by Management.

H. Travel and other costs for Union representatives and witnesses shall be paid by the Union, except as provided in Section 6.

SECTION 6. ATTORNEY FEES

A. The arbitrator must determine that any attorney fees be consistent with 5 U.S.C. 5596 and 5 U.S.C. 7701 (g) (1) and (2), and the Attorney retained by NWSEO must present appropriate and customary documentation of fee entitlement.

B. Upon the issuance of an award, the arbitrator shall retain jurisdiction to determine the entitlement to attorney fees, if any.

SECTION 7.

A. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decisions which:

1. Are contrary to or inconsistent with, or modifying, adding, deleting, varying, in any way, the terms of this Agreement or of applicable law, rules, or regulations governing the Federal sector.

2. Involve the exercise of statutory or discretionary rights of both parties under the provisions of this Agreement or under applicable law, rules or regulations, unless otherwise waived by the Agreement.

SECTION 8. In order for the Arbitrator to make an award of back pay under the Back Pay Act, there must be not only a determination that the aggrieved employee was affected by an unwarranted personnel action, but also a determination that such unwarranted action directly resulted in the withdrawal or reduction in the pay, allowances, or differentials that the employee would otherwise have earned or received. An employee awarded back pay under 5 U.S.C. 5596 of the Back Pay Act is entitled to the payment of interest.

SECTION 9.

A. The arbitrator is bound by the Federal Mediation and Conciliation regulations regarding time deadlines for rendering arbitration awards. When the arbitrator is unable to render an award within 60 days from the close of the hearing, he/she should request an extension of time from the parties.

B. The Arbitrator's award will be sent to both parties simultaneously.

C. Either party may remand the issue to the Arbitrator for the purpose of clarifying a decision or award. A copy of notification for such purpose will be immediately furnished to the other party.

SECTION 10. Any party withdrawing from arbitration, absent settlement, agrees that the grievance at issue is null and void and cannot be raised again.

ARTICLE 12
DISCIPLINE

SECTION 1. Discipline means corrective measures intended to maintain the efficiency of the service and encourage employee conduct and performance compatible with the appropriate and lawful goals, practices, policies, and procedures of the NWS. Disciplinary actions shall be taken for just cause.

SECTION 2.

A. The parties are in agreement that the maintenance of discipline is essential to the satisfactory conduct of the public's business. The objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service.

1. Reasonable efforts will be made to explore with an employee the source of any conduct deficiency and management will suggest ways to overcome such deficiency. Non-disciplinary/non-investigatory counseling of an employee is a private matter between the supervisor and the employee. Such counseling is a friendly, businesslike exchange of information between an employee and his/her supervisor. It has the specific purpose of improving the employee's conduct or knowledge of a subject related to his/her employment. The employee has no right to a representative during such counseling meetings.

2. However, if an employee reasonably believes that an examination by a representative of Management in connection with an investigation may result in disciplinary action against him/her and the employee requests representation, the NWSEO shall be given the opportunity to represent the employee. Employees will be notified of this provision annually. Normally, no meeting shall be delayed more than one day, except in emergency situations involving a threat to life or property.

SECTION 3. When appropriate, discipline will be preceded by counseling and assistance including warnings, which are informal in nature and are not placed in an employee's Official Personnel Folder (OPF).

SECTION 4. Disciplinary actions are of two (2) types - major and minor. A suspension means the placing of an employee, for disciplinary reasons, in a non-duty status without pay.

A. Minor Disciplinary Actions shall consist of written reprimands and suspensions of fourteen (14) calendar days or less.

B. Major Disciplinary Actions or Major Adverse Actions shall consist of suspensions for more than fourteen (14) days, removal, reduction in grade, or pay.

SECTION 5.

A. Disciplinary actions will be proposed after:

1. Management becomes aware of the alleged infraction;
2. Management receives an investigative report from an investigating authority; or,
3. there has been a final disposition of a criminal prosecution.

This does not preclude Management from proposing an action before the receipt of any investigative report or before the final disposition of a criminal prosecution if Management deems it appropriate to do so.

B. Unit employees will be given advance written notice, in accordance with law, of any proposed major disciplinary or adverse action, stating the specific reasons for the proposed action. Unit employees will be given fifteen (15) calendar days written notice of any proposed minor disciplinary action, stating the specific reasons for the proposed action. There is no requirement for a written or verbal notice of a proposed reprimand.

C. In all disciplinary actions or adverse actions, Management shall inform the employee of his/her right to review the material which is used to support the reasons for action given in this notice.

D. Management shall give the employee or his/her designated Union representative copies of the material used to support its proposal if requested. The employee shall have fifteen (15) calendar days to reply to any proposed discipline or adverse action. Management may consider a request for additional time within the above time frames in order to respond. The NWS shall give the employee a reasonable amount of official time to review the material used to support its proposal and to prepare an answer, if he/she is otherwise in a duty status.

E. The notice of final decision shall inform the employee of the reasons or charges in the proposed notice which have been sustained and which reasons or charges have not been sustained. The final decision will notify the employee of any statutory appeal rights to which he/she may be entitled and shall also notify the employee that he/she may elect to grieve the discipline under the NGP. This final decision shall also notify the employee of the time limits within which he/she may appeal or grieve this action. If the employee has designated a representative, the representative will be served with a copy of the final decision simultaneously.

SECTION 6. If, after receiving a letter proposing suspension, removal, or a demotion for cause, a bargaining unit employee wishes to raise the allegation that he/she is suffering from alcohol or drug addiction, and by raising that allegation intends that Management should consider the allegation of substance abuse before making any final decision, the employee must, at the time of the reply, support

the allegation with evidence that:

- A. the employee is, in fact, addicted;
- B. the misconduct or poor performance was caused by the addiction;
and
- C. the employee is currently seeking appropriate treatment for the addiction(s).

Reasonable extension of time to obtain medical documentation will be liberally granted.

SECTION 7. Letters of reprimand are temporary contents of the Official Personnel Folder. An employee may request, in writing, that any such document be removed after one year. Management may remove the reprimand at any time, if the employee's record indicates no intervening disciplinary actions, but not later than after three (3) years.

ARTICLE 13
PERFORMANCE APPRAISALS AND WITHIN GRADE INCREASES

SECTION 1. General

The NOAA Performance Management Program will serve as the basis for performance appraisal in the NWS. The NOAA Performance Management Program provides for:

- establishing critical elements and related performance standards for each covered position, which, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the position;

- using performance plans to communicate Department goals and objectives, NOAA and NWS strategic and operating plans, and to identify individual accountability for their accomplishment;

- using performance appraisal results as a basis for providing information to employees on their performance and how it may be improved; and for training, rewarding, reassigning, promoting, reducing in grade, retaining, granting within-grade increases, and removing employee; and

- evaluating and improving individual and organizational performance.

All bargaining unit employees will receive a performance appraisal in accordance with the NOAA Performance Management Program which will be based on a comparison of the employee's performance with the standards and elements established for the appraisal period.

When an employee is on detail for 120 days or more, the supervisor, or management designee, of the detail shall provide a performance review in accordance with NAO 202-430.

When an employee is on detail for 119 days or less, or is a member of a team outside the direct supervision of the employee's immediate supervisor, the employee may request feedback on his/her performance from the supervisor or team leader, for use in the employee's annual performance appraisal. The supervisor or team leader is encouraged to provide the employee and the employee's immediate supervisor with written feedback.

Employees will receive a complete copy of the Performance Plan, Progress Review and Appraisal Record.

SECTION 2. PERFORMANCE PLAN

The parties agree that the performance appraisal process is not a unilateral process. It involves participation on the part of the rating official and the employee.

A. Approximately four weeks before the start of the appraisal period, the rating official and employee should begin developing written performance plans for the next appraisal period. The rating official will document the critical elements in Part I of the Performance Plan, Progress Review and Appraisal Record within 60 days after the beginning of the rating period or when the employee has a significant change in critical elements.

B. The parties agree that the final determination on the content of critical elements rests with management and is not grievable. If the rating official and employee disagree on the contents of the performance plan, the rating official and employee should attempt to resolve the disagreement informally. If they cannot reach agreement, the reviewing official will make the final decision regarding the contents of the plan.

C. When the performance plan is finalized, the rating official will discuss the plan with the employee. The employee will be requested to sign and date the final plan. By signing, the employee officially acknowledges that the performance plan has been received.

SECTION 3. PROGRESS REVIEW

The parties agree that progress reviews are a part of the appraisal process. These reviews, scheduled at approximately the midpoint of the rating period, are a key factor in identifying how well an employee is progressing towards meeting or exceeding performance standards for all critical elements.

A. Additional progress reviews may be scheduled by the rating official when performance deficiencies are observed. The rating official will provide specific recommendations on how the employee can improve his/her performance.

B. Progress Reviews and any changes to the performance plan must be documented and a copy given to the employee.

C. Performance-based meetings or counseling sessions are individual situations and not a general condition of employment which rise to a right to the presence of a representative. These meetings are a private, business like exchange between a supervisor and an employee.

SECTION 4. APPRAISAL

A. Employees have the option of conducting a pre-appraisal meeting with the rating official prior to the formal appraisal meeting. A pre-appraisal meeting must be initiated and conducted by the employee, and may serve to: present the employee's assessment of, his/her accomplishments with respect to the standards; inform the rating official about aspects of work of which the rating official is unaware; and, identify changes necessary for the next performance plan and cycle.

1. The employee should be prepared to bring documentation to the meeting to support his/her assessment. When the employee provides relevant data to support his/her performance appraisal, the rating official should take this data into consideration on the final rating.

2. Rating officials must give the employees two (2) working days advance notice of the time for the performance appraisal meeting.

3. For employees assigned a summary level of "meets or Exceeds Expectations," the rating official is encouraged to include narrative comments in Part III of the Performance Plan, Progress Review and Appraisal Record. For employees assigned a summary level of "Does Not Meet Expectations", the rating official must provide a written explanation describing the specific areas in which the employee failed to achieve critical elements and the employee must be placed on a Performance Improvement Plan (PIP).

B. Officials shall review performance appraisals, recommended performance ratings, and any employee comments, and that actual accomplishments support the recommended rating. They shall assign the final performance ratings, respond to employee comments on the final ratings, and when warranted, sign performance-related personnel actions as reviewing officials.

C. If the employee disagrees with the rating, he/she may comment in writing to the reviewing official, normally within five (5) working days of receipt of the rating. Reviewing officials will respond in writing to the employee's comments within ten (10) working days.

D. The final rating on an employee's performance for the most recent rating period will be considered the appraisal rating of record until replaced by another rating. When a rating official changes positions or leaves NWS during the last 119 days of the appraisal period, he or she must complete appraisals and ratings for subordinate employees before departing. These ratings will serve as the employees' rating of record for the appraisal period. The remaining days of the appraisal period will be included in the following appraisal cycle.

E. Employees will receive with-in grade increases when eligible if their performance is at an acceptable level of competence.

F. The process of monitoring performance is ongoing. Therefore, management shall counsel employees in relation to their performance on an "as needed" basis. Such counseling sessions will inform the employee what he/she must do to improve performance. If such counseling is not successful and the employee's performance falls to below the "Meets or Exceeds" level, management may take appropriate action.

G. An employee placed on a Performance Improvement Plan (PIP) shall be given a written notice which includes:

1. the critical element(s) of the employee's plan for which performance is unacceptable;
2. the action(s) that must be taken by the employee to improve performance to the "Meets or Exceeds Expectations" level;
3. the assistance, if any, that will be provided by management; and,
4. the action (i.e., reassignment, reduction in grade, or removal) that will be taken if the employee does not improve performance to the "Meets or Exceeds Expectations" level.

As part of this notification, the employee shall be given reasonable time to improve to the meets or exceeds level and must sustain that level of performance for at least one year from the start of the opportunity to improve period. Reasonable time means an amount of time commensurate with the duties and responsibilities of the employee's job which is sufficient to allow the employee to show whether he/she can meet minimum performance standards. A range between 45 and 90 days, but at no time less than 30 days, is considered reasonable. At the end of the stated period, the employee's performance shall be evaluated and the employee shall be informed, in writing, that:

- he/she performed at an acceptable level, and must continue to do so for one year at the end of the period;
- the opportunity to improve period shall be extended;
- he/she will be reassigned to another appropriate position for which qualified; or
- his/her removal or reduction in grade is proposed.

Remedial training assigned during the "Opportunity to Improve" period is not discipline. Remedial training will be tailored to correct or improve a bargaining unit employee's performance. Training and the duration of such training is assigned on a case by case basis, and has no bearing on the training assignments or other employees.

Employees on a Performance Improvement Plan (PIP) who become eligible for a WGI will receive the WGI in accordance with applicable law.

H. An employee who is proposed to be reduced in grade or removed, based on unacceptable performance, shall be given thirty (30) calendar days advance written notice of the proposed action which:

- states the reasons for the proposed action in detail;
- identifies specific instances of unacceptable performance by the employee;
- identifies the critical elements of the employee's performance plan for which performance is unacceptable;
- describes the efforts management has taken to bring the employees's performance to the "Meets or Exceeds Expectations" level;
- states that the employee may review the material relied upon in proposing the action. The notice will provide a copy of such material;
- informs the employee of the right to reply orally or in writing, or both, within fifteen (15) calendar days from receipt of the proposed notice; and
- informs the employee of the right to be represented by NWSEO or by another representative.

I. If an employee is put on notice per Section 4.G. of this Article, and the employee's performance improves during the Opportunity to Improve period, and that acceptable performance continues for one year, so that no performance based action is taken, any reference to a performance deficiency that led to the original determination that performance was unacceptable will then be removed from the record. An employee may file a response to all performance evaluations which becomes a part of an agency record, or personnel file relating to the employee.

J. NWSEO officials who use official time to fulfill labor-management representational functions under this agreement, will not be disadvantaged on their appraisal for such approved use of official time.

ARTICLE 14
MERIT ASSIGNMENT PROGRAM

SECTION 1. PURPOSE AND COVERAGE

A. This article establishes the Merit Assignment Program (MAP) for the National Weather Service (NWS). The MAP is applicable to bargaining unit positions only in the competitive service area unless otherwise stated. All actions covered by this Article are governed by the procedures of the Department of Commerce Merit Assignment Program Plan of March 1989 as revised June 1996.

B. This article applies to selection for competitive service bargaining unit positions resulting in the following types of actions:

1. promotion;
2. transfer or reinstatement to a higher graded position
3. reassignment or change to a lower-graded position with known greater promotion potential than the position last held;
4. temporary promotion for more than 120 days or assignment to a detail of more than 120 days to a higher grade position or to a position with known promotion potential within the bargaining unit. All prior service in a temporary promotion or detail to higher grade position during the twelve(12) month period immediately preceding the current action is counted toward the 120 day limitation; and
5. training required for promotion to a bargaining unit position unless the training is available to all qualified bargaining unit employees.

SECTION 2. DEFINITIONS

A. Applicants: Bargaining unit employees who express interest through proper written application in accordance with the requirements of the vacancy or training announcement within the bargaining unit.

B. Area of Consideration: The minimum area in which a search is made for eligible candidates.

C. Career Ladder Positions: Previously identified positions in which most bargaining unit employees in the same line of work are given equal opportunity to demonstrate the full performance or journeyman level.

D. Career Promotion: The promotion of an employee without current competition.

E. Competitive Procedure: The process of evaluating bargaining unit applicants by applying job-related merit factors to determine the best qualified, applicants.

F. Consideration: The observation, examination and/or review and decision made by proper authority in the determination of an applicant's knowledge, skills, and abilities, in conjunction with other regulatory or statutory requirements, to perform in the advertised position. It is a continuous process culminating in final consideration by the selecting official. An applicant, upon failing to meet requirements at one step in the process, would not progress and receive further consideration.

G. Eligible Applicants: Those applicants who meet all the minimum eligibility and qualification requirements, including time in grade at the time the vacancy announcement closes, or in the case of "open" announcements at the time application is made.

1. Qualified. The rating given to an applicant who meets all of the established qualification requirements for a particular position, including selective placement factors.

2. Best Qualified. The rating given to qualified candidates determined by a Rating board to be the most capable of successfully performing all of the specific duties of the vacancy when compared to other eligible applicants.

H. Merit Assignment Program (Selection) Certificate: The form used for submitting the names of qualified candidates to the selecting official for consideration.

I. Merit Program Vacancy Announcement: A form used to publicize current or anticipated vacancies.

J. Non-status Applicants: Applicants who respond to bargaining unit vacancy announcements who do not appear to have a current notice of eligibility from the Office of Personnel Management and do not appear to be eligible for transfer or reinstatement.

K. Promotion: The change of an employee to a higher grade position when both the old and the new positions are under the general schedule, or under the same wage schedule, or to a position with a higher rate of pay when both the old and new positions are under the same type ungraded wage schedule or in different pay-method categories.

L. Position with Known Promotion Potential: A bargaining unit position which is filled at a grade lower than the officially classified ultimate grade level for that position. Career promotions may subsequently be made from these lower grade positions.

M. Reassignment: The change of an employee from one position to another without promotion or demotion within the Department of Commerce.

N. Selective Placement Factors: Knowledge, skills, or' abilities essential for satisfactory performance on the job and which represent

part of the basic qualifications for a position.

O. Selecting Official: A NWS official with authority to select an applicant for assignment to a position, subject to final regulatory approval of the appropriate Personnel Officer.

P. Supervisory Appraisal: Those evaluations of an applicant by current and/or former supervisors that will be considered by the selecting official in the selection process.

SECTION 3. RESPONSIBILITIES

Bargaining Unit employees are responsible for:

- A. Being knowledgeable of the provisions of this Article and complying with its requirements;
- B. Insuring that their application documents are current with respect to qualifications, special training, and educational achievements which may not be a routine matter of record;
- C. Demonstrating competence and readiness for advancement by effective performance in current positions; and
- D. Advising their immediate supervisor in writing, prior to any temporary absences, (other than those involving the Inter-governmental Personnel Act, military duty or assignment with statutory reemployment rights) of the types of vacancies in the bargaining unit for which they wish to be considered during their absence.

SECTION 4. EXCEPTIONS

This article does not apply by government-wide regulation in the following instances:

- A. Appointments from OPM registers provided that requests for certificates contain selective factors, if any, which would be used in advertising.
- B. Selection for a position with known promotion potential as a result of reduction-in-force.
- C. Repromotion of employees demoted without cause or not as a result of their personal request.
- D. Promotion After Failure to Receive Proper Consideration: If an employee fails to receive proper consideration in a promotion action and the erroneous promotion is allowed to stand, the employee will be given priority consideration for the next appropriate vacancy in competition with any other employees with similar entitlement to this special consideration as an exception to the regular competitive procedures in this article. The selecting official is not required to select from among these employees. An employee is entitled to only

one consideration under this provision for each instance of lost consideration. For purposes of meeting the requirement of this section, an employee is deemed to be "Reconsidered" when his/her name is referred to a selecting official. This does not restrict the employee from being considered for positions in other areas of consideration for reassignment, other noncompetitive, or competitive actions.

E. Career Promotions. Career promotions may be made in the situations noted below:

1. Reclassification: An employee whose position is reconstituted in a higher grade because of the accretion of additional duties and responsibilities may be promoted noncompetitively. To be eligible for a career promotion, an employee must continue to perform the same basic function, with the duties of the former position absorbed in the new one.

2. Result of New Classification Standard or Correction of Error: Employees in positions upgraded without significant changes in duties and responsibilities on the basis of either the application of a new classification standard issued by the Office of Personnel Management or the correction of a previous classification error, who meet all requirements for the higher level position, may be promoted or be removed from the position by appropriate personnel action.

3. Career Promotion of an Employee in a Position with Known Promotion Potential.

4. Career Promotions Under Training Agreements: An employee who satisfactorily completes training under an Office of Personnel Management-approved training agreement which specifically provides for promotion, if the employee was chosen for the training opportunity through competitive procedures.

F. Details or Temporary Promotion to a Higher Grade for 120 Days or Less. A series of such assignments each of which is less than 120 days, but cumulatively do not exceed 120 days in the preceding 12 months, may be made.

G. Lateral assignments to bargaining unit positions with no greater known promotion potential may be made without regard to this article. Management has no obligation to reassign employees for hardship reasons.

H. Handicapped employees normally appointed under excepted authority to schedule A may be considered under this plan. A separate certificate of qualified applicants will be prepared. When such persons are selected and are to remain in the excepted service their positions will be removed from the competitive service while they occupy them.

I. Upward Mobility Program positions for which selections are made and filled through the merit process.

J. The filling of vacancies subject to the Priority Placement Program shall take precedence over any procedures of the Merit Assignment Program.

SECTION 5. CERTIFICATION

A.

1. A maximum of ten names to be considered for promotion may be referred for a vacancy. One additional name may be added for each additional vacancy to be filled from the same certificate.

2. Where a rating and ranking process does not produce a minimum of three best qualified applicants, the selecting official has the option of requesting inclusion of the "qualified" applicants within the maximum of ten indicated above.

3. When it has been advertised that a vacancy "may be filled at a lower level" or will be given multi-grade-level consideration, applicants for each level will be certified separately.

4. Additional positions may be filled from the selection certificate if the additional vacancies are the same as the one advertised, and are in the same commuting area.

B. NWSEO will be offered the opportunity to have a fully participating representative on each Rating board. The NWSEO President shall provide to each Financial Management Center (FMC) Director a list of at least three NWSEO members from which one will be selected to serve on an individual Rating board. These NWSEO members will normally be from within the commuting area where the board, is convening.

C. Additional Sources of Recruitment: The selecting official is not required to fill a vacancy by selection of one of the applicants listed on the selection certificate. Additional recruitment efforts may be requested or other recruitment action outside of MAP considerations may be taken.

D. Decision: The selecting official's decision to select a particular applicant will be indicated on the selection certificate.

SECTION 6. INFORMATION TO EMPLOYEES

A. The appropriate personnel officer will make available to all applicants the outcome of each vacancy announcement. If no Rating board was utilized, within thirty (30) days of notification of the outcome, the applicants whose names appeared on the Merit Assignment Program Certificate may request a counseling discussion with the selecting official to answer questions about his/her consideration.

B. Upon specific request to the appropriate personnel officer, any employee considered for a vacancy will be furnished the name of the individual selected and the following information about himself/herself:

1. All information pertaining to the inquiring employee concerning the particular action, including the rating plan and performance appraisals;

2. Whether the employee was found to be qualified on the basis of the minimum standards;

3. Whether the employee's name was on the selection certificate used to fill the position;

4. If a Rating board was utilized, the "sanitized" rating panel for the vacancy which has had the information which could be used to identify other candidates removed;

5. In what areas, if any, the employee may improve in order to increase the chances of future selection for vacancies; and,

6. Any additional information which may be provided in a grievance situation will be released in such form as to protect the privacy of any individual.

SECTION 7. Each bargaining, unit employee below the journeyman level in a career ladder position shall be promoted to the next higher grade on the pay period closest to his/her anniversary date when:

- A. he/she meets the qualification requirements;
- B. she/he has been given grade building opportunities, and has successfully demonstrated the ability to complete them;
- C. there is enough grade-determining work;
- D. the time-in-grade requirement has been met;
- E. the employee's performance meets or exceeds expectations; and
- F. no administrative restriction on promotions has been imposed by the NWS or an Authority above the NWS level.

When these conditions have been met, the employee shall be promoted.

SECTION 8. This article covers bargaining unit positions and employees only. Positions in the NWS not covered by this Agreement are excluded and not subject to any provisions of this Agreement.

ARTICLE 15**REDUCTION-IN-FORCE, TRANSFERS OF FUNCTION AND REORGANIZATION**

SECTION 1. Management will, in accordance with Article 8, notify the Union after the final decisions have been made to conduct a reduction-in-force (RIF), transfer of function, or a reorganization which would adversely affect unit employees. All actions covered by this Article shall conform to Federal, Department, and NOAA laws and regulations. In accordance with law and regulation, Management will attempt to give notice to NWSEO of the possibility of a reduction-in-force, prior to final decisions.

SECTION 2. Management will, upon written request, furnish or make available for union examination the following information on RIF's:

- A. Retention registers as developed;
- B. Records applicable to individual actions;
- C. Staffing Authorizations;
- D. Directives requiring official reduction-in-force, subject to regulatory or statutory exclusion.

The Union agrees to request, in writing, access to the above referenced material at least five (5) days in advance. This written notification will contain the name(s) of the union representative(s) authorized to review this material. All requests shall be addressed to the Assistant Administrator of the Weather Service or the Regional/Office Director, as appropriate. This shall not be construed as a limitation on the right to information as set forth in Article 6, Section 3.

SECTION 3. Bargaining unit employees affected by a RIF have the right to inspect RIF records that pertain to their individual actions, in so far as it is permissible under the provisions of law and regulations. In reviewing these records, the employee may, if he/she chooses, be assisted by a Union representative. Such reviews will be requested in writing at least five (5) days in advance and include the name of the Union representative, if any, accompanying the employee.

SECTION 4. Prior to official notification to employees of a transfer of function or reorganization, the Union will be notified in accordance with Article 8 of any physical relocation of the unit or any of its component parts. Management will inform the Union of any changes in personnel policies, practices, or working conditions affected by these actions. Any such preliminary information will be held in strict confidence.

SECTION 5. If Management determines that RIF procedures will be enacted, each competing employee selected for release from a competitive level will be given a general written notice at least 60

days before the effective date of action. An informational package listing employee's rights will be included along with the general notice. If the general notice is to be supplemented by a specific notice, it shall be given to the employee at least 10 days before the effective date of the action.

SECTION 6. In the event of a reduction in force affecting NWS field components, there will be six competitive areas: Eastern Region, Southern Region, Central Region, Western Region, Pacific Region, and Alaska Region.

SECTION 7. In the event that Management determines a RIF is necessary, Management and the Union will attempt to utilize the Article 8 NLC/RLC process to fashion recommended actions to mitigate the adverse effect on employees, such as the following:

- A. directed or voluntary lateral reassignments;
- B. holding vacancies in lieu of filling positions (i.e. attrition);
- C. limiting competition when filling positions;
- D. reviewing employee qualification for possible placement in other career fields; and
- E. Counseling/Assisting employees in finding continued Federal Employment.

ARTICLE 16
DETAILS/TEMPORARY PROMOTIONS

SECTION 1. Temporary promotions will be made when the following requirements are met:

A. The actual time to perform the higher graded position to which an employee is assigned or detailed to is twenty (20) consecutive work days or more.

B. Performance of the higher grade duties is clearly not a factor that was taken into account in the classification of the employee's present position.

C. The employee meets all Federal and position requirements.

SECTION 2. An employee who is assigned to a position of higher grade duties for twenty (20) consecutive work days or more will be temporarily promoted and receive the rate of pay for the position to which he/she has been assigned for the entire period of that assignment.

SECTION 3. All temporary promotions of twenty (20) working days or more will be documented by Standard Form 50, Official Personnel Action.

ARTICLE 17
TRAINING AND CAREER DEVELOPMENT

SECTION 1. Management and the Union recognize that the training and development of employees are essential to efficient operation. Recommendations and selections will be made without regard to race, sex, marital status, age, religion, handicap or national origin. The choice of subject matter, areas for training, selection of employees, and assignment of training priorities, is a function of Management. Training will not interfere with operational requirements as determined by Management.

Training opportunities should be offered to employees within occupational or position groupings as equitably as is practicable, considering:

- A. the training needs of the NWS in order to bring about more effective performance at the least possible cost;
- B. the training needs of individual employees as they relate to overall NWS programs objectives (if stated); and,
- C. the short and long-range occupational and program needs of the NWS.

Management agrees to post DOC/NOAA Training Announcements as they are received.

SECTION 2. The National Weather Service Training Center (NWSTC) is considered as one of the primary organizations of the Agency in the delivery of training and career development activities. The NWSTC offers several courses which have been recommended for academic credit by the American Council on Education (ACE). All NWSTC courses duly accredited by recognized accredited academic institutions will be evaluated and utilized on an equal basis with any other accredited courses when assessing a job applicant's qualifications.

SECTION 3. Management and the Union recognize the importance of training activities to furthering the agency mission through the enhancement of the knowledge, skills, abilities, and potential of employees. Self-study is a useful method of training and career development. Management will make reasonable effort to ensure that all materials required for self-study courses are made available to employees enrolled in such self-study courses.

Management agrees to give due consideration to Union recommendations concerning training for bargaining unit employees in the development of agency training plans, policies, and procedures.

Individual employee career development goals should be given consideration when Management officials make decisions regarding the mission-related training and career development activities within their field office/divisions.

SECTION 4. It is further recognized that certain training is essential for the performance of duties, in some instances for certification to perform duties, and for career advancement. Management will make every reasonable effort to provide an appropriate amount of duty time to complete mandatory training.

SECTION 5. Students attending the NWSTC or other NWS training courses longer than one week may be authorized to use their personal vehicles in accordance with government, DOC, and NOAA regulations and procedures.

SECTION 6. Each employee is responsible for applying reasonable effort, time and initiative in increasing his/her potential value through self-development and training. The parties will encourage employees to take advantage of training and educational opportunities which will add to their skills and qualifications.

SECTION 7. The employee has the responsibility to provide grades, proof of training (SF-182s), and/or college transcripts as appropriate for inclusion in his/her OPF. This applies to courses completed prior to, as well as during, employment in the Agency.

SECTION 8. The names of successful candidates for full or part time university assignments shall be provided to the President, NWSEO, on a semi-annual basis.

SECTION 9. An employee within five years of retirement eligibility may apply, through a request for training, for authorization to attend retirement planning seminars.

SECTION 10. Existing memoranda of understanding, or portions thereof, shall remain in effect if not in conflict with the Agreement and shall only be canceled by mutual consent or by a pre-established cancellation date or event.

SECTION 11. Transportation for any NWS-sponsored/controlled training is subject to the provisions of Article 8 of this agreement.

ARTICLE 18
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. Management and the union agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of age, sex, race, creed, color, or national origin, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition, and to promote the full realization of equal employment opportunity through a positive and continuing effort.

SECTION 2. The parties recognize and understand the requirements imposed upon the agency by the Equal Opportunity Act of 1972. The parties further recognize that EEO plans are developed in accordance with guidelines and instructions promulgated from the Equal Employment Opportunity Commission. Management agrees to provide copies of such plans.

SECTION 3.

A. A unit employee who believes that he or she may be the victim of prohibited discrimination may file a formal EEO complaint with the agency or may file a grievance, but not both. The employee shall not be deemed to have selected the EEO complaint route merely because he or she has discussed the matter with an EEO counselor, but shall be deemed to have selected the EEO complaint route at the time he or she files a formal discrimination complaint. Any employee who has filed an equal employment opportunity complaint or a grievance which alleges discrimination shall be free from coercion, interference, or reprisal.

B. Any meeting requested by or initiated by the DOC Office of Civil Rights, or NOAA Office of Personnel and Civil Rights does not meet the definition of a formal meeting as defined in this Agreement. Management is not obligated to notify the union. However, the employee may elect to be accompanied by a representative which may be the union.

SECTION 4. The names, addresses, and phone numbers of all EEO counselors who are authorized to accept informal EEO complaints from unit employees will be conspicuously posted in each office where unit employees are stationed. Such a list will be kept current and an additional copy of the list will be provided to the Union's national office. The Union's national office will be promptly notified of each change to the list.

ARTICLE 19
LEAVE

The purpose of this Article is to state the principal requirements of law, regulation, DOC/NOAA/NWS policy and this Agreement relating to the absences of bargaining unit employees and to the administration of leave. This article will in no manner substitute for legal or regulatory authorities nor diminish any right or responsibility of management. The content of applicable laws and regulations are not grievable under this Agreement. Premium pay (e.g., overtime pay, night or Sunday differential pay) for a time period covered by approved annual or sick leave may only be paid as stated in law or regulation.

SECTION 1.

A. SCHEDULED ANNUAL LEAVE is a period of approved absence with pay from official duties. Employees are encouraged to take at least one vacation per year, as dictated by their own needs and the status of their leave account. Supervisors should consult employees about their vacation plans and prepare a vacation schedule which accommodates the employee's preferences consistent with the needs of the organization.

Supervisors have the discretion to decide if annual leave may be taken. This decision will generally be made in the light of the needs of the Service, rather than solely on the desires of the employee. However, reasonable efforts will be made to grant two (2) consecutive weeks of annual leave with two (2) scheduled days off at the beginning and end of the leave period. Employees earning eight (8) hours of annual leave per pay period may be granted three (3) consecutive weeks of annual leave during the leave year, including peak leave periods, at the discretion of the supervisor. At the beginning of October, Management will notify employees of their need to schedule annual leave or lose entitlement to all leave in excess of the authorized limit.

B. For the purposes of this article, UNSCHEDULED LEAVE means annual leave which is approved after the schedule becomes fixed. Unscheduled leave may be granted by the supervisor, or designee, after considering the need, expressed by the employee for requesting unscheduled leave and the needs of the work unit. Unscheduled leave may be granted by supervisors or their designee when: extra personnel are available and the shift can be filled by qualified unit employees, a local workload adjustment can be made, a swap can be arranged, a management employee may fill in, or a portion/all of the shift may be left unfilled. In all instances the supervisor's decision is binding. If the supervisor determines that the needs of the work unit preclude a grant of leave, or if the reasons expressed by the employee for absence are not acceptable to the supervisor, the supervisor may order the employee to report for duty. In such instances, the supervisor at his/her discretion may grant sufficient time on approved leave to reach the work site or, as circumstances warrant, charge all or part of the

absence to absence without leave (AWOL). Unscheduled annual leave may be approved-in increments of one-half hour or more.

C. There are two types of unscheduled leave: emergency and non-emergency.

1. Emergency annual leave may be used for a variety of personal emergency reasons. Some of many reasons for emergency leave include emergency treatment of a member of the family, staying home with a member of the family who is ill, a death or funeral in the family. In such an emergency situation overtime may be used to ensure coverage. SF-71 Application for Leave may be submitted after the leave is approved and used.

2. Non-emergency leave is unscheduled leave requested for the employee's convenience. Overtime will not be incurred in order to grant an employee non-emergency unscheduled annual leave. Normally, an SF-71 Application for Leave form will be submitted before leave is used.

SECTION 2. SCHEDULING AND GRANTING ANNUAL LEAVE - The following procedures apply to all bargaining unit employees:

A. All employees must personally request and obtain approval for leave.

B. All requests, except for emergency annual leave, shall be submitted on a SF-71 to the immediate supervisor, or designee. Annual leave will normally be requested no more than six (6) months in advance. Approval or disapproval will be indicated on the form within fourteen (14) days, or as expeditiously as possible. Requests for annual leave within the fixed schedule will be either approved or disapproved at the time of the request, or within 24 hours.

C. Management may implement peak period leave procedures when requested by the designated NWSEO Steward. The steward will identify any peak periods at least six (6) months in advance. These periods will be specified in terms of pay periods. Requests for scheduled leave over a peak period will be submitted to the appropriate supervisor at least sixty (60) days in advance of the peak period. The requests will either be approved or disapproved no later than thirty (30) days prior to the beginning of the peak period, after consultation with the steward. Leave requests in a peak period will be treated as having all been submitted at the same time, and will not be independently approved or disapproved prior to the deadline.

D. All requests must be submitted in advance. For scheduled annual leave outside the peak periods, requests must be submitted at least fifteen (15) days prior to the fixed schedule; and normally, at least two (2) days prior to the fixed schedule for unscheduled annual leave requests.

E. All requests for emergency annual leave must, normally, be made no later than two (2) hours prior to the start of the employee's tour of duty.

F. Employees whose written requests are denied may request written reasons for the denial from the supervisor.

G. The supervisor at his/her discretion, may approve or disapprove the leave subject to staffing, workload requirements, other leave requests, budget, implications, weather conditions or other valid reasons not listed herein. Conflicts in annual leave requests will be resolved by the supervisor, in consultation with the local steward.

H. In order to receive payment for scheduled overtime, a employee must have completed eight (8) hours of work in a day, or forty (40), hours in a week. Annual leave cannot be substituted for work for overtime purposes.

SECTION 3. SICK LEAVE

The NWSEO joins Management in recognizing the insurance value of sick leave and agrees to encourage employees to conserve sick leave in case of long term illness. Sick leave which is not used during the year in which it accrues shall accumulate without limitation on the amount and be available for use in succeeding years.

It is agreed that employees are responsible for notifying their immediate supervisors or designees when they are prevented from reporting for work because of an incapacitating illness or injury. Such requests for sick leave shall be made as soon as possible and normally for operational shift workers not later than two (2) hours prior to the start of the employee's regular shift.

The parties recognize that government-wide entitlement to and restrictions on the use of sick leave apply to bargaining unit employees, including the following:

PURPOSE: Sick leave is a period of approved absence with pay from official duty, authorized only:

A. When an employee personally is unfit for official duties because of sickness, injury, or confinement due to pregnancy;

B. For personal medical, dental, or optical examination or treatment;

C. In certain circumstances involving a contagious disease (one that is determined by appropriate medical authority, to be potentially contagious and requires isolation, quarantine or restriction of movement of the patient); and

D. In accordance with the Federal Employees Family Friendly Leave Act (FEFFLA) to provide care for a family member, to adopt a child, or for bereavement purposes.

EVIDENCE OF ENTITLEMENT: For purposes of leave under this section:

A. When absence from duty exceeds three workdays, such leave is to be granted only when supported by a statement by medical authority or other administratively-acceptable evidence. Administratively-acceptable evidence must be documentary, and include a signed statement from the employee which in the supervisor's judgment provides adequate information to support granting sick leave, or in an emergency a statement by the supervisor to the record as to the evidence relied upon in granting leave (e.g., personal observation of the employee, hospital admission documents, or similar evidence acceptable to the supervisor).

B. Supervisors may require supporting documents for absences of three days or less when an employee is a chronic user of short periods of sick leave, or has no sick leave balance, or there is a reasonable doubt as to the validity of the claim to such leave, or in other special circumstances. If a physician was not consulted, a signed statement from the employee giving the facts about the absence, the treatment used and the reasons for not having a physician's statement may be accepted as supportive evidence by the supervisor.

C. In all instances, it is incumbent upon supervisors responsible for approving such leave to determine that the circumstances of the absence justify approval of such leave. A statement by a medical authority does not necessarily constitute conclusive evidence of entitlement to such leave, but is merely a factor to be considered by a responsible management official in determining whether such leave is justified under the circumstances involved.

D. When documentation is required, Management shall specify the date such submission is due. Management may request additional documents, if deemed necessary.

INAPPROPRIATE USE OF SICK LEAVE: An employee shall not use sick leave:

- A. When illness or other circumstances do not render the employee personally unfit for duty;
- B. For minor indispositions;
- C. To supplement annual leave; or
- D. For rest, unless recommended by appropriate medical personnel.

APPROVAL AUTHORITY: Supervisors have the authority and responsibility to determine that the nature of an employee's illness is, or was, such as to incapacitate the employee for his/her job and that the other reasons for which sick leave is requested are true. This determination will be made based on a review of submitted justification and/or documentation. Consequently, the employee requesting the leave should give sufficient information to justify the request. If the supervisor is not reasonably satisfied that the request is justified in accordance with established guidelines, the request will be disapproved. Should a request for sick leave be refused by a supervisor, even though accompanied by a medical certificate, the denial will be issued in writing with the reasons to the affected employee.

SECTION 4. PARENTAL AND FAMILY LEAVE

- A. As provided by law, an employee is entitled to a total of 12 administrative weeks of unpaid parental and family leave during any 12-month period.
- B. In accordance with applicable statutes, regulation, and federal guidelines, a female employee may be absent on leave for maternity purposes. The length of such absence shall be determined by the supervisor and employee in consultation with the employee's physician. She may use sick leave (with adequate medical certification), annual leave, or leave without pay to the extent that she has leave (including "donated" leave) available, and meets the requirements for use of such leave.
- C. The employee shall make known her intent to request leave for maternity reasons, indicating the type of leave and approximate dates, at least 30 calendar days in advance of the leave date, to allow the office to prepare for any staffing adjustments that may be necessary.

D. No arbitrary date requiring a pregnant employee to cease work or prevent her from returning to work after childbirth will be established unless there are related physical requirements of the job. Normally these decisions will be made by the employee in consultation with her physician.

E. A male employee may be absent on annual leave or leave without pay for up to 14 days for purposes of aiding, assisting, or caring of the mother of his child or minor children while the mother is incapacitated for maternity reasons. A male employee may also request additional annual leave or leave without pay. Sick leave, for purposes of meeting family responsibilities, may also be used consistent with applicable law and guidelines.

F. Employees may request leave for periods of absence for certain family and medical reasons as provided in applicable law including the Family and MEDICAL Leave Act of 1993, the Federal Employees Family Friendly Leave Act, and the Treasury, Postal Service and General Government Appropriations Act for Fiscal Year 1995. If the necessity of such leave is foreseeable, employees shall provide Management with no less than 30 days notice. If the necessity is not foreseeable, employees shall provide notice as soon as practicable. To be eligible for leave under the Family and Medical Leave Act of 1993, an employee must have completed at least one year of civilian service with the government. Copies of the above listed "family friendly" leave acts, as well as applicable NOAA guidelines, will be maintained on the NOAA homepage.

1. Leave for parental and family responsibilities consists of appropriate combinations of annual leave, sick leave, or leave without pay. Sick and annual leave may also be advanced to employees, in accordance with applicable regulations. Leave without pay may be requested and granted without exhausting all other leave categories. Leave for adoption may be annual leave, leave without pay, or sick leave. Management agrees to administer all such leave requests equitably and reasonably, taking into consideration both the needs of the employees and the organization.

2. Management will assure continued employment for an employee for whom extended leave has been approved who wishes to return to work, unless termination is otherwise required by expiration of appointment, by RIF, for cause, or for other reasons unrelated to the absence. The employee will be returned to the position formerly occupied, or, to the maximum extent practicable, to a position within the same commuting area of like status and pay.

3. An employee returning from leave related to parental and family responsibility has all the entitlements provided under applicable laws.

4. Management may request certification from the health

care provider pursuant to 5 U.S.C. 6383, when an employee requests leave:

a. In order to care for a spouse, son, daughter, or parent of the employee who has a serious health problem; or

b. Because of a serious health condition that renders the employee unable to perform his or her job responsibilities.

G. When a pregnant employee, after consultation with her physician, requests a temporary modification of her job duties, or a temporary assignment to other available work for which she is qualified, Management shall make a reasonable, good faith effort, consistent with staffing needs, to accommodate her request. The employee must present an acceptable medical certificate supporting her request.

SECTION 5. LEAVE FOR BEREAVEMENT

In accordance with this Agreement, applicable law including the Federal Employees Family Friendly Leave Act, and applicable regulations, an employee may be granted any combination of annual, sick, or leave without pay, when there has been a death in the employee's family. The definition of family includes the following: a spouse, children (including adopted and foster), parents, brothers and sisters, grandparents, in-laws (mother, father, sister, brother), and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

SECTION 6. TEMPORARY NON-WORK ABSENCES FROM THE WORKSTATION

A. Employees must request permission from their supervisor if they will be absent from their workstation for a period in excess of ten minutes. Long or frequent absences from the workstation without prior notification or valid justification will be charged as AWOL.

B. Employees are expected to work in accordance with their tour of duty schedules. An employee may not on his own, come to work early in order to leave early. Consequently, an absence under these conditions during an employee's tour, if not approved, will be charged to AWOL. However, upon specific request and approval of the unit supervisor, on an individual case basis, shift hours may be changed.

C. Partial absences, such as tardiness and leaving work early, can create problems on a par with whole day absences. Employees who are excessively and/or substantially tardy will have such absences charged to an appropriate category of leave or AWOL, as appropriate. Continued failure to observe hours of duty may lead to disciplinary action.

SECTION 7. HAZARDOUS WEATHER CONDITIONS

A. NWS operations must continue around the clock, 7 days a week despite adverse weather conditions. The NWS has decided all employees scheduled for operational work, or otherwise identified as operational by the station supervisor due to exigency of the situation, are "emergency employees." In accordance with Federal regulations, all emergency personnel are required to report for work as scheduled or to continue to perform their duties regardless of action taken to excuse other employees from duty.

During hazardous weather emergencies (example: blizzard, ice storm, etc.), the following procedure will be followed:

1. The facility head or designee will assess the hazardous weather event and the effects on the surrounding community to determine if all employees must report to/remain at work. Facility heads are encouraged to confer with the local Federal Executive Board or other coordinating entity as part of this assessment. Where multiple NWS facilities are within the same metropolitan area, only one NWS official is delegated responsibility to make determinations for all facilities in the area. In the Washington, DC metropolitan area, the U.S. Office of Personnel Management usually makes this assessment.

2. All NWS operational employees have been designated as emergency employees, however, it may not be necessary for all NWS emergency employees to report for duty in every hazardous weather event. Based on his/her assessment, the facility head will determine which employees who are scheduled for work will be required to report to work as emergency employees for that event. Based on the nature and duration of the event, the facility head may also determine other employees are needed to meet the needs of the agency during the event.

3. Within his/her delegation of authority, the facility head will determine if the situation warrants granting of any administrative leave or whether the use of a liberal leave policy is appropriate for any employees of the facility.

4. Should administrative leave be granted to employees who are not emergency employees (or who are not determined as emergency employees for the particular event), the facility head or designee will call (or otherwise notify in another mutually acceptable method) the employees scheduled for that day to inform them of their administrative leave status.

5. If the facility head determines a liberal leave policy will be in effect during the event, no calls will be made to employees. Emergency employees who are scheduled to work are expected to report for duty. Non-emergency employees are encouraged to call the facility to determine if a liberal leave policy is in effect. Emergency employees interested in requesting unscheduled leave during an event where a liberal leave policy is in effect must call the facility head or designee to determine if their leave can be approved in accordance with Article 19.

6. Management may decide to grant an appropriate amount of administrative leave to emergency employees who are required to report for duty and who demonstrate they have made a diligent effort to get to work on time but are prevented from doing so because of hazardous weather or other emergency conditions.

7. Whether administrative leave is granted or a liberal leave policy is put into effect, the same policy will be applied to all non-emergency employees of the facility during the emergency event.

SECTION 8. When an employee appears to be abusing any type of leave, the employee may be subject to disciplinary action or may be required to comply with special procedures more stringent than those, applied to other employees. The necessity for any leave requirements letter will be reviewed every six (6) months. Should a determination be made that an employee's leave record has improved to the extent that the restrictions or requirements placed on him/her are no longer necessary, the employee will be so notified in writing. In this case, the leave requirements letter will be removed from the employee's temporary personnel records.

SECTION 9. ASSIGNMENT OF WORK

The use of any type of leave may initiate use of overtime filling shifts, shift changes, the use of management to fill shifts, or other workload adjustments. In all instances, the determination of the methods, means, or numbers or types shall be at the sole discretion of management, in accordance with Article 4.

SECTION 10. Union representatives may be excused without charge to leave in conjunction with attendance at a training session sponsored by the Union, provided the subject matter of such training is of mutual benefit to the employer and the representative in his/her Union representational capacity and the NWS's interest will be served by such attendance. Such administrative excusal will cover only those portions of a training session as meet the aforementioned criteria and will not normally exceed eight (8) hours for any individual within a twelve (12) month period of this Agreement or an aggregate total of two hundred, forty-eight (248) hours for all requests within a twelve (12) month period of this Agreement. This excused absence will be considered with respect to work schedules and on a case by case basis.

No travel or per diem or other expenses will be paid by management. A written request for this excused absence will be submitted at least four (4) weeks in advance only by the Union President to the Assistant Administrator or designee. The request will cite this section of the contract, and will contain all the information about the location, duration, purpose and nature, of the training and, benefit to management.

SECTION 11. Court leave will be granted in accordance with applicable laws and regulations. An employee eligible for court leave shall be granted court leave to serve on a jury for the entire period of service, extending from the date on which he/she is required to report to the time of discharge by the court. If an employee is on annual leave when called for jury duty, court leave should be substituted. A rotating shift worker who performs jury service during the day is eligible for court leave for his/her regularly scheduled tour of duty.

Employees granted Court leave for jury service are entitled to the same compensation they would otherwise have received, including premium pay, overtime and night differential. Employees whose regular tour of duty includes Saturdays, Sundays or both, and who serve on a jury for five weekdays, may be granted court leave and be paid premium pay for the weekend days which are a part of their regular tour of duty.

SECTION 12. Military leave will be granted in accordance with applicable laws and regulations. Employees absent on military leave are entitled to receive both their regular civilian pay, and military pay and allowances, to which they may be entitled, during a period of active duty as a member of a reserve component of the Armed Forces or the National Guard. This includes night differential and Sunday premium pay. An employee absent on military leave during a day on which he/she is regularly scheduled to work overtime is entitled to overtime compensation for that day, provided he/she has been in pay status for forty (40) hours of the basic workweek. An employee will be excused from duty, without charge to leave, for the purpose of taking a physical examination incidental to entry into the armed services.

SECTION 13. An excused absence is an absence from duty without loss of pay and without charge to the employee's leave account. It is synonymous with the term "administrative leave" and is distinct from absence for officially sanctioned purposes from the employee's usual work site or regular duties.

Examples of excused absences include, but are not limited to, voting in local, state or national elections, donating blood, etc. Each excused absence must be requested in advance, and approved by the employee's immediate supervisor or designee.

SECTION 14. Whenever early dismissal of employees is granted by the President or Secretary of Commerce in conjunction with a federal holiday, emergency employees in a duty status on that day shall receive an equal amount of administrative leave as granted to be used within the following 30 calendar days. The amount of leave will be granted under the same terms and conditions as declared by the President or Secretary. "Duty status" means half or more of an employee's shift must fall within the designated calendar day that early dismissal was granted.

ARTICLE 20
WORK SCHEDULES OF ROTATING SHIFT WORKERS

SECTION 1. Applicability

This Article governs the scheduling of work for those employees in the bargaining unit who meet the definition of "rotating shift worker" as that term is defined in Section 2 of this Article. Any provision of any other Article in this Agreement which affects either directly or indirectly the work schedules of rotating shift workers shall be interpreted and applied in a manner that is both consistent with and subject to the provisions of this Article. This Article has no application to anyone who does not meet the definition of rotating shift worker even if for administrative reasons such persons are included in or indicated on schedules which are governed by this Article. This article applies to rotating shift employees who work either a conventional 8 hours per day, 5 days a week work schedule, or a compressed work schedule (CWS) as indicated in Section 11.

SECTION 2. Definitions

Whenever the following words or phrases are used in this Article they shall be defined as follows:

- A. Rotating shift worker: A rotating shift worker is a bargaining unit employee whose assigned shift or days off normally change from one administrative workweek to the next; and who is assigned to an office/unit which normally operates more than 5 days per week or 12 or more hours per day.
- B. Administrative Workweek: The administrative workweek is the period of 7 consecutive calendar days from Sunday through Saturday.
- C. Basic Workweek: A basic workweek is the period of 40 hours in an administrative work week established as the tour of duty, for a rotating shift worker during that week. For employees on a Compressed Work Schedule (CWS), the basic workweek is the actual hours that are scheduled in the administrative workweek. CWS's must meet the regulatory requirement for 80 hours of work scheduled in a pay period in less than 10 workdays. Individual CWS workweeks may be greater or less than 40 hours to facilitate the compression of the schedule into less than 10 workdays.
- D. Office/Unit: An office/unit is an identifiable group of rotating shift workers who normally perform the same basic functions at a particular worksite and who are normally scheduled in conjunction with one another.

E. Fixed Schedule: A workweek schedule, as described in this Article, is fixed when the tour of duty specified thereon for a rotating shift worker becomes that employee's "regularly scheduled administrative workweek" for the purposes of Parts 550 and 610 of Title 5 of the Code of Federal Regulations.

F. Shift: A shift is a tour of duty on a particular day. Normally, a shift assigned to a rotating shift worker consists of a minimum of 8 consecutive hours.

G. Scheduler: A scheduler is the supervisor or his authorized designee who prepares for an office/unit the work schedules described in this Article.

H. Night work: Night work is that work performed by a rotating shift worker between 6 p.m. and 6 a.m. which entitles him/her to Night Pay under Part 550 of Title 5 of the Code of Federal Regulations.

I. Rotational Cycle: The master cycle of days off and number of days on duty within an administrative workweek and the sequence of shifts for bargaining unit employees in an office/unit.

J. Leave Planning Schedule: A six month depiction of the rotational cycle used to assist employees in scheduling their leave.

K. Scheduled Overtime: Authorized work, in addition to the Basic Work Week, which is part of the fixed schedule. Night or Sunday Differential pay is authorized for scheduled overtime.

L. Un-Scheduled Overtime: Authorized work, in addition to the Basic Work Week, which is not part of the fixed schedule. Night or Sunday Differential pay is not authorized for un-scheduled overtime.

SECTION 3. Scheduling Principles

The following are guiding principles for work scheduling to be used by NWS managers and supervisors. It is understood by the parties that these are principles which only apply to the actual scheduling of work by Management, and they do not apply in any swaps between employees.

A. General Principles

1. Proposals on changing the rotational cycle will be considered by the Local Office Team (LOT) according to Article 8. Any rotational cycle must take into consideration that employees must have sufficient time off between shifts in order to be alert and maintain the professional standards that both parties agree are necessary to the fulfilment of the Agency's mission.

2. A rotational cycle may contain single days off, or more than 2 consecutive days off, as approved by the LOT.

3. Scheduled overtime will be assigned in an equitable manner among qualified members of the bargaining unit at each office/unit to the extent practicable over the course of a two-year period. The use of compensatory time will be considered the same as overtime for the purposes of determining equal distribution. Management will keep a copy of all fixed schedules for a period of two years, and shall make them available to the local steward, or vice steward, upon request.

4. The occurrence of Holidays may not affect the designation of an employee's basic workweek. However, an employee may be placed on holiday leave provided that no other bargaining unit employee's schedule or rotational cycle is changed to cover for the leave.

B. Supernumerary Shift

1. A Supernumerary Shift is an entire shift, without a compensable meal break, assigned to a rotating shift worker which is in excess of the basic operational requirements of the office/unit as determined by Management.

2. A Supernumerary Shift will be assigned a fixed tour of duty between 6:00 a.m. and 6:00 p.m., Monday through Saturday, excluding holidays.

3. With supervisory approval, an employee on a Supernumerary Shift may be granted up to a 60 minute uncompensated meal break. The employee must remain on duty past the fixed shift ending time for a period equal to the approved meal break.

4. The starting time of a Supernumerary Shift may be changed up to two hours +/- from its fixed time to accommodate either Management's need to fill a shift, or an employee's personal needs. The request for a time change must be approved by at least 11:00 p.m. of the evening before the scheduled supernumerary shift.

SECTION 4. Work Planning

Within 30 calendar days of the effective date of this agreement, management will prepare a 12 month leave planning schedule which will be updated as follows:

By March 15 of each year, management shall prepare a 6 month leave planning schedule for the following September through March time period. By September 15 of each year, management shall prepare a 6 month leave planning schedule for the following March through September time period.

This plan will ordinarily include each rotating shift worker, then in the office/unit, and the originally anticipated scheduling of those employees over the course of the plan. The rotating shift workers will cycle in a reasonably equitable manner through the different tours of duty to which Management originally anticipates assigning those employees. Management may change the leave planning schedule as rotating shift workers join or leave the office/unit, as leave is approved, as training or focal point duties are assigned, to reduce costs, or to accomplish the mission. Management will revise the plan based on the most efficient, cost effective accomplishment of the agency's mission. The information contained in the plan shall be posted for the use of bargaining unit employees.

SECTION 5. Work Schedules

When the time comes to prepare the Work Schedule, the scheduler will begin by referring to the appropriate portion of the Leave Planning Schedule. The scheduler will prepare the Work Schedule of the rotating shift workers, using the Leave Planning Schedule as a guide, so as to accomplish the mission of the agency in the most efficient, cost effective manner. Management will make a good faith effort to retain the rotational cycle, including indicated days off.

SECTION 6. Fixing the Work Schedule

A. The scheduler will post the work schedule for the upcoming pay period during the first week of the current pay period. The posted work schedule will be fixed at 1:00 p.m. on the first Saturday of the current pay period, but is subject to change in accordance with the provisions of 5 U.S.C. 6101(a) (3).

B. Until "fixed", whether posted or not, administrative workweek schedules are subject to revision. Thereafter, changes in a fixed workweek schedule are subject to the provisions of Sections 7 and 8 of this Article. This section does not preclude the continuation of any current schedule which does not violate this Article, the provisions of this agreement, or any statute, rule or regulation.

To ensure that personal difficulties are minimized, the supervisor will discuss changes to the fixed schedule with the affected employee. It is not a violation of the Federal Service Labor-Management Relations Statute or this Agreement if the supervisor notifies only the affected employee and not the Union steward of such a change to the affected schedule.

SECTION 7. Entitlements to Overtime Compensation for Changes or Revisions To a Fixed Schedule

Except as provided in Section 8 of this Article, once a rotating shift worker's schedule is fixed, he/she is entitled to overtime compensation which is otherwise in accordance with applicable law and regulation when:

A. The rotating shift worker is directed by an authorized official to work on days and/or hours that are in addition to those indicated as that employee's basic workweek on the employee's fixed schedule; or

B. Call Back Overtime - an employee who is called back to work on an overtime basis within his/her basic workweek, or on one of his/her scheduled non-work days, shall receive a minimum of two (2) hours of pay at the appropriate rate, even if he/she is not utilized for the full two (2) hours. An employee called back on an overtime basis more than once during the same 2 hour period shall be entitled to 2 hours of call back overtime pay for each time.

C. An employee called to work authorized overtime from a remote location will be compensated a minimum of 15 minutes of overtime. The employee must actually work a minimum of 8 minutes to be eligible for each 15 minute block of overtime pay.

D. In those work situations where Management requires a pre- and/or post shift briefing, the employee will be compensated a minimum of 15 minutes of overtime. The employee's time spent in the briefing(s) must be at least 10 minutes to be eligible for each 15 minute block of overtime pay.

E. When changing to daylight savings time, employees shall be scheduled to work at least 8 hours. Annual or compensatory leave may be requested by those employees who wish to leave one hour early. When changing to standard time, employees will be afforded compensatory time or overtime as appropriate.

SECTION 8. Changes or Revisions To a Fixed Schedule That Do Not Create Overtime Entitlements

The following circumstances are not considered a change to the fixed schedule for the purposes of this article. There is no entitlement to overtime compensation under any of the following circumstances:

A. When the rotating shift worker is assigned to a supernumerary shift, the employee may be reassigned to an operational shift during similar hours without a lunch break (see Section 3.B.3).

B. When the rotating shift workers have been given permission to swap shifts in accordance with Section 9 of this Article, the employees' schedules will be changed to reflect the exchange.

C. When the rotating shift worker is scheduled to report for duty, and all or any portion of that time is charged to an appropriate leave

category (including AWOL).

D. When the rotating shift worker is scheduled to be on approved leave and the employee's leave is canceled, in accordance with this Agreement and applicable law and regulation, the supervisor may order the employee to report for duty.

E. When a fixed schedule, in addition to indicating hours of duty, also indicates a particular work assignment for any rotating shift worker, that work assignment may be changed by an authorized official.

F. When a fixed schedule assigns scheduled overtime to any rotating shift worker, the supervisor may direct the employee not to perform the overtime assignment in whole or in part.

SECTION 9. FILLING OF VACANT SHIFTS

A. When Management determines that a vacant operational shift is to be filled, the following priority is to be used:

1. An employee on a Supernumerary Shift. The starting time may only be changed up to two hours without overtime compensation, as per Section 3.B.3.
2. A Bargaining Unit employee on overtime on a voluntary basis.
3. A non-Bargaining Unit employee, if available.
4. A Bargaining Unit employee on overtime on an involuntary basis.

B. Management agrees to give employees as much notice as possible when unscheduled overtime is required. The employee may be excused from an overtime assignment if another qualified employee is available and willing to work the overtime. However, if the manager has no alternative but to require the employee to work the overtime, the employee cannot refuse the assignment.

SECTION 10. Swaps

A. As soon as possible after they have determined that they would like to exchange any shifts and/or weekly tours of duty that are then indicated on any schedule then fixed under the provisions of this article, rotating shift workers shall request permission to swap from the appropriate supervisor. If the supervisor grants permission to swap, the appropriate schedule will be revised to reflect the exchange.

B. The supervisor retains the discretion to approve or disapprove a requested swap. While supervisors are encouraged to approve requests to swap where the resulting schedules of the relevant rotating shift workers would be consistent with applicable law and regulation, requests to swap may be denied if the supervisor determines:

1. the swap would result in additional cost to the agency other than that attributable to the marginal increase in premium pay that may occur when employees of different grades or steps swap shifts; or

2. the efficiency of operation of the office/unit would be better served if the employees remain as originally scheduled; or

3. at least one employee's operational proficiency would be better served if the employees remain as originally scheduled.

C. Shift swaps between employees on a CWS and those working standard schedules may be approved only if the following conditions are met:

1. There is no additional cost to the agency other than that attributable to the marginal increase in premium pay that may occur when employees of different grades or steps swap shifts.

2. Each employee's hours of work remain consistent with his/her assigned fixed schedule. For example, employee A is on an 8 hour shift schedule rotation and wishes to swap with employee B who is on a 10 hour shift schedule, employee A's new shift may not exceed 8 hours, and employee B's new shift must be at least 10 hours.

3. If Management determines because of office/unit work requirements, that all hours of the originally scheduled shift are required, no swap with an employee scheduled for fewer hours may be allowed.

SECTION 11. Bargaining Unit Employee As Scheduler

A. When authorized by the appropriate supervisor, a bargaining unit employee may function as a scheduler for the purposes of this Article. The fact that such employee prepares work schedules for other employees shall not, by itself, affect that employee's status as a member of the bargaining unit.

B. Whenever a scheduler is a bargaining unit employee, that scheduler will present whatever schedule he/she has prepared to the appropriate supervisor prior to the posting of such schedule. The supervisor retains and exercises the authority to approve or disapprove the schedule or to make any changes which are in accordance with this Agreement. Management is responsible for any schedule prepared by a scheduler who is a bargaining unit employee.

SECTION 12. Compressed Work Schedules (CWS)

A. Changes to the CWSs currently in use at any field office may only be changed through use of the provisions of Article 8 of this Agreement.

B. Subject to the provisions of applicable law and regulations, and DAO 202-610, and in recognition of the need to increase the awareness of family needs and to encourage increased diversity, Management and the NWSEO agree to establish and implement trial CWSs at WFOs, RFCs, CWSUs, and other operational elements with rotational shift operations. All CWSs established through this Article are subject to review and approval of the Assistant Administrator for Weather Services or his/her designee.

C. CWSs for rotating shift workers allowed in field offices under this agreement must be consistent with the work requirements of the NWS. Proposed CWS's will be considered by the LOT in accordance with Article 8.

D. Any approved, and successfully tested Compressed Work Schedule may be used at other offices with the same staffing profile. For example, a 5 person Senior Forecaster CWS may be adopted for use at other offices with a 5 person Senior Forecaster staff.

E. Neither party is agreeing to waive their rights under the Federal Employees Flexible and Compressed Work Schedules Act of 1982.

SECTION 13. Incident Meteorologists (IMET)

A. When assigned to a fire, the IMET shall be taken out of the home office's fixed schedule and a new schedule shall be arranged with the fire supervisor. The home offices schedule shall be used for determining IMET's time and attendance accounting codes, base hours and premium hours. Once an IMET is detailed to a fire, they will receive all the premium pay that is entitled to them by their shift rotational cycle. This includes any changes made to the fixed schedule that may be required to re-insert the IMET back into their normal rotation.

B. Overtime is determined by the number of hours the IMET worked that are in addition to the number of hours the IMET would have normally worked as part of the IMETs regular rotational cycle. The fire support workday begins as soon as the IMET is notified of the dispatch, released from duty at the home office and begins travel preparations. An IMET can only receive overtime along with night and Sunday differential for hours worked on a fire for the same hours the IMET would have been working scheduled overtime with premium pay on the home office's fixed schedule.

C. When an IMET is released from a fire, he/she shall notify the MIC or his/her designee as soon as practical. The IMET shall also notify the NIFC Staff Meteorologist of their release and travel plans as soon as practical. Upon return to their home office, the IMET should be granted a reasonable amount of rest time subject to operational and workplace needs. Generally this will be the same amount of time that the IMET would have had off between shifts if he was working his regular rotation (approximately 16 hours of non-paid time off). Upon the IMETs return, the MIC and IMET must work together on a work plan which balances the needs of the WFO and the requirements for the IMETs post fire duties.

D. Travel to and from wildfires are considered hours of work, and therefore, compensable with regard to overtime and premium pay in accordance with the DOC Premium Pay Manual.

ARTICLE 21**WORK SCHEDULES FOR EMPLOYEES WHO DO NOT WORK ON A ROTATIONAL SHIFT BASIS**

SECTION 1. This Article applies to the scheduling of work for those employees in the bargaining unit who meet the definition of a fixed tour of duty as defined by regulation.

SECTION 2. Whenever the following terms are used in this Article they shall be defined as follows:

A. A "fixed tour of duty worker" is a bargaining unit employee whose daily tour of duty (hours of a day) and weekly tour of duty (the days of the administrative workweek) do not change from one administrative workweek to another.

B. The "administrative workweek" is a period of seven (7) consecutive calendar days Sunday through Saturday within which the basic workweek is included.

C. "Basic workweek" is the period of forty (40) hours in an Administrative Workweek comprised of five (5) eight (8) hour days.

D. "Irregular or occasional overtime" work means overtime work that is not part of an employee's regularly scheduled administrative workweek.

E. "Regular overtime work" means overtime work that is part of an employee's regularly scheduled administrative workweek.

F. "ALTERNATE WORK SCHEDULE" is a work schedule prepared pursuant to the terms of Federal Employee Flexible and Compressed Work Schedule Act of 1982, P.L. 97-221.

G. Core Period: That period during which full-time employees are scheduled to be on the job will consist of at least the hours from 9:30 a.m. to 3:30 p.m., except for an uncompensated meal break.

H. Flexitime Bands: Those periods during which full-time employees select-to start or end their workdays are 6:00 a.m. to 9:30 a.m. and 3:30 p.m. to 6:00 p.m.

Variations in the hours of the core period and Flexitime Bands may be based on the work requirements of management.

I. 5/4/9 Schedule. A schedule which gives the employees an opportunity to work a Compressed Work Schedule (CWS), i.e. within a pay period of 10 workdays, including 8 nine-hour days, 1 eight-hour day and 1 non-workday.

J. 4/10 Schedule: A schedule which gives the employees an opportunity to work a CWS, i.e. within a workweek of 5 workdays, including 4 ten-

hour days and 1 non-workday.

SECTION 3. A fixed tour of duty employee shall be entitled to two consecutive days off in an administrative workweek unless an employee has been required to work an additional day on an overtime basis. However, single days off may be scheduled to facilitate a rotational crew cycle, if appropriate.

SECTION 4. Employees are not authorized to perform official duties outside of their established tour of duty without the specific approval of management.

SECTION 5. Scheduled overtime will be assigned in an equitable manner among qualified members of the bargaining unit in each smallest organizational segment of an office to the extent practicable over the course of a two year period. The use of compensatory time, if appropriate, will be considered the same as overtime for the purposes of determining equal distribution. Each party is responsible for maintaining their own records for this purpose.

SECTION 6. Management agrees to give employees as much notice as work requirements permit when unscheduled overtime is required. However, if the manager is unable to replace the employee, the employee cannot refuse the assignment. An employee who is called back to work on an overtime basis within his/her basic workweek, or on one of his/her scheduled non-work days, shall receive a minimum of two (2) hours of pay at the appropriate rate, even if he/she is not utilized for the full two (2) hours. An employee who is called back on an overtime basis more than once during the same 2 hour period shall be entitled to 2 hours of call back overtime for each time.

SECTION 7. Pursuant to the terms of the Federal Employees Flexible and Compressed Work Schedule Act of 1982, P.L. 97-221, the National Weather Service and the National Weather Service Employees Organization hereby agree to the establishment and implementation of a trial alternative work schedule program. The availability of alternative work schedules will be consistent with the work requirements of the Employer.

In consideration of a proposed AWS, management will meet its contractual obligations.

The parties agree that the alternative work schedule may be terminated by Management at any time before the end of the trial period by giving NWSEO and the affected employees two weeks advance notice of such termination.

Comments from NWSEO and/or bargaining unit employees about program effectiveness will be encouraged. Every two months, the Local Office Team will meet to discuss the desirability of continuing the program and its impact on mission accomplishment. At the end of the six month period, the parties will meet to discuss whether the alternative

schedule should continue. The final decision with respect to the effectiveness and desirability of the program and whether it will be continued or terminated rests solely with Management.

Employees may choose to participate in one of the following alternative work schedules:

A. Flexitime Schedules

1. Upon an employee's request, his/her supervisor will establish the employee's tour of duty. The starting time for the workday will be fixed on the half-hour. Each employee's schedule will provide for a workday which covers a continuous time span of 8 hours plus the normal uncompensated meal break of not less than 30 minutes. The workday will commence between 6:00 a.m. and 9:30 a.m. and end between 3:30 p.m. and 6:00 p.m.

2. An uncompensated meal period will be scheduled during the core period. The scheduled period will not be less than 30 minutes. The uncompensated meal period will not be scheduled during the first half hour (9:30 a.m. to 10:00 a.m.) or the last half hour (3:00 p.m. to 3:30 p.m.) of the core period.

a. FLEXITOUR SCHEDULES

Except when inconsistent with the work requirements of Management, an employee may be permitted to arrive at work one-half hour before their fixed starting time and extending one-half hour after their fixed starting time. During this one-half hour period, the starting time would be the next five minute interval. The employee's ending time will be adjusted accordingly.

b. GLIDING SCHEDULES

With gliding schedules, employees determine the starting and ending time to their 8 ½ hour daily tour of duty each day without prior approval or consultation with the supervisor. Because of the requirements of many positions, NWS employees wishing to use this option must obtain the agreement of their supervisor to work a gliding flexitime schedule.

3. Management may require an employee to adjust his/her work schedule temporarily to accommodate changes in work requirements or for training assignments. The affected employee and the union will be given as much advance notice as practical.

B. Compressed Work Schedules (5/4/9 and 4/10 Schedules)

1. The Employer will declare the tours of duty available in each unit, i.e., what specific days must be worked each pay period. Under the 5/4/9 and 4/10 schedules, the workday will begin no earlier than 6:00 a.m. and shall end no later than 6:00

p.m. Upon an employee's written request, his/her supervisor will determine the employee's starting time based on work requirements.

2. Employees who are on a 5/4/9 or 4/10 schedule are on a fixed schedule. Employees may not flex their starting times or lunch periods.

3. Management will establish the number of employees on the 5/4/9 or 4/10 plan who may have the same non-workday based on work requirements.

4. In any organizational segment where there are less than four employees, each employee under a 5/4/9 or 4/10 plan must have a different day off in a pay period.

5. For an employee under a 5/4/9 schedule, an employee's eight hour day will be the last Friday in a pay period unless such day is the employee's non-workday. In such cases the employee's eight hour day will be the first Friday of the pay period.

6. If a holiday falls on Friday, employees whose day off is Friday will be off on Thursday. If a holiday falls on Monday, those employees whose day off falls on Monday will be off on Tuesday. If an employee's regularly scheduled day off and a holiday both fall on a Tuesday, Wednesday or Thursday, Management will designate an "in lieu of" day.

7. An uncompensated meal break will be scheduled at approximately the mid-point of the employee's tour of duty. The scheduled meal period will not be less than 30 minutes. The uncompensated meal period will not be scheduled before 11:00 a.m. or after 2:00 p.m.

8. Management may require an employee to adjust his/her schedule temporarily to accommodate changes in work requirements or for training assignments. The affected employee and the Union shall be given as much advance notice as practical.

9. Employees within the same office/unit utilizing the 5/4/9 or 4/10 CWS option may exchange days off only with supervisory approval.

10. When an employee is absent for an entire workday, the employee will be charged with the number of hours of appropriate leave corresponding to the number of hours regularly scheduled for that day.

11. Employees may be restricted from participating in CWS in the event of the employee's misconduct or below fully successful performance. In addition, an employee who repeatedly

fails to observe the requirements of the CWS may be excluded from further participation in the CWS.

12. Management may temporarily suspend all CWS rights when emergency conditions exist. The Union and the affected employees will be given as much notice as practical.

13. Sign in/out sheets will be used to record employees' hours of work.

ARTICLE 22
INFORMAL COMPLAINT PROCEDURE FOR UNFAIR LABOR PRACTICE (U.L.P.)
CHARGES

SECTION 1. Prior to the filing of an U.L.P. charge under 5 U.S.C. section 7116, the complainant shall, in writing, notify the other Party of the alleged violation. The charge shall contain a brief statement of the complaint constituting an unfair labor practice, including the time and place of occurrence of the particular act(s). The parties involved shall investigate the allegations so that all the facts are known and attempt informally to resolve the matter.

SECTION 2. If the parties are unable to dispose informally of the charge within 30 days from the date of receipt by the respondent, the complainant may file a complaint.

SECTION 3. Unit employees who wish to file an unfair labor practice charge as individuals, and not in any Union capacity, shall not be required to utilize the informal complaint procedures of Section 1, but are encouraged to do so in order to resolve the matter informally in the spirit of good labor relations.

SECTION 4. Nothing in Section 1 of the Article shall be construed as a waiver of NWSEO's statutory rights to file an unfair labor practice charge under the Statute.

ARTICLE 23
TRAVEL

SECTION 1. Employees shall not be required to travel except under conditions and procedures prescribed by pertinent laws and regulations. Management agrees that required travel on scheduled non-work days shall be compensated in accordance with current regulations. Unless organizational needs require otherwise, Management should schedule travel during official work hours. The content of all applicable travel laws and regulations are not grievable under this agreement. The implementation of changes to travel regulations are subject to the provisions of Article 8.

SECTION 2. Employees required to travel by Management shall receive per diem or subsistence expenses and other allowable travel expenses subject to applicable laws and regulations.

SECTION 3. An employee required to travel on official business shall be granted an advance of travel funds in accordance with applicable regulations. Current law requires an employee to use a Government travel card for official Government travel. Current regulations permit an employee to obtain an advance of travel funds via the employee's travel card, but require use of personal funds if the employee's travel card has been suspended or canceled.

SECTION 4. When an employee learns of a travel delay which will extend the originally authorized travel time, he/she shall notify management immediately of the circumstances and receive instructions and authorization to cover the emergency. Examples of such circumstances include flight cancellation, hazardous weather, automotive breakdown, illness, etc. The employee must receive authorization for the delay to be reimbursed and be covered by government insurance, workers' compensation and leave. In the event that such contact cannot be made on a timely basis, the NWS may approve payments, where applicable, after the travel has been performed.

SECTION 5. Gainsharing Program Policy

A. Policy: Under the authority of 5 U.S.C. 4501-4507, NWS agrees to pay a cash award for "efficiency" or "economy." The program will be known as the Gainsharing Travel Savings Program (GTSP). It will reward employees who save the NWS money while on official travel. These savings will apply to the use of less expensive lodging, from use of frequent flyer benefits for the purchase of airline tickets for official travel, and, to the extent permissible under agency travel contracts, Federal Travel Regulations, and the National Defense Authorization Act for Fiscal year 2002, as well as any applicable Federal Travel Advisories or waivers issued by the General Services Administration, for the purchase of less expensive airline tickets than the contract price. Employee participation in this program is optional.

The amount of the award for the employee will be 50 percent of the savings on lodging expenses and/or contract carrier airfare. Taxes will be withheld (Federal, State, local, FICA) on the award amount. In most cases, the cumulative savings to NWS must be at least \$200.00 before the employee is eligible to receive an award.

Employees should not incur additional expenses in transportation or other miscellaneous costs in effort to reduce lodging expenses. Employees who incur additional transportation expenses must have those expenses deducted from their lodging savings.

All hotels/motels utilized by employees must meet the requirements of the Hotel and Motel Fire Safety Act of 1990.

When a room is shared while on official travel there may be a lodging savings. The employees should arrange to be billed separately. If this is not possible, a daily rate must be determined for each employee. Divide the total lodging costs by the number of employees and the number of nights to arrive at a daily rate for each employee.

B. Travel Covered:

1. All TDY travel with lodging expenses, foreign and domestic, will be covered under this program.
2. The first 30 days of extended TDY travel (e.g., a detail of more than 30 days where a reduced per diem amount is required).
3. Lodging Savings - Employees who participate in the program can receive cash awards for incurring lodging expenses at a daily rate which is less than the maximum lodging rate for the locality under the lodging plus method. Lodging savings will not be made when an employee is on travel where lodging was prepaid or prearranged through contractual arrangements with the hotel. However, any savings resulting from shared accommodations under such arrangements does qualify for the travel savings award. Additionally, Lodging savings will not be made for lodging savings at hotels identified under the GSA Value Lodging Program, or for lodging cost incurred on personal time such as annual leave during official travel or any other type of personal preference travel used in conjunction with official travel. Finally, lodging savings will be made to employees who stay with relatives or friends while on official travel and avoid lodging expenses. These employees will receive one-half of the lodging rate for the locality toward the travel savings award.
4. Frequent Flyer Benefits - Employees who obtain a free coach class ticket with frequent flyer benefits earned on official Government travel or personal travel are eligible for the travel savings program. Savings will be measured against the

contract rate in effect at the time of the flight. If there is no contract rate, then the lowest available non-restricted coach fare will be used as the basis for measurement of the savings.

5. Savings from Contract Price - To the extent permissible under agency travel contracts, Federal Travel Regulations, and the National Defense Authorization Act for Fiscal year 2002, as well as any applicable Federal Travel Advisories or waivers issued by the General Services Administration, employees who obtain a ticket from another source are eligible for the travel savings program. Savings will be measured against the contract ticket rate in effect at the time of the flight.

C. Implementation of GTSP Program: Upon approval of the GTSP as part of the NWS/NWSEO Collective Bargaining Agreement, NWS and NWSEO will develop a Memorandum of Understanding covering regulations for implementing this program within one year from the time of approval.

ARTICLE 24
SAFETY AND HEALTH

SECTION 1. The NWS recognizes its responsibility to provide safe and healthy work places and conditions, and to follow operating practices that will safeguard all employees and result in safe working conditions and efficient operation. NWSEO will encourage employees to comply with all safety rules and regulations as established by Management.

SECTION 2. Each employee shall comply with safety standards, rules and orders issued by the Agency. Employees are responsible for advising Management when an unsafe condition has arisen within their work area which they believe is hazardous. Form CD-351, Report of Safety Hazards will be available to an employee who wishes to report a health or safety problem at their facility. There shall be no restraint or reprisal, to any employee, as a result of reporting an unsafe practice or condition. Management shall investigate and determine whether unsafe working conditions exist. If necessary, Management shall take steps to correct any such unsafe working conditions.

SECTION 3. In accordance with Engineering Handbook 15, section 30, Management will conduct safety and health inspections of each facility at least annually. The Steward or designee will be given the opportunity to participate in the inspection on official time. Upon request, Management agrees to furnish the Steward with any monitoring data collected concerning occupational safety and health.

SECTION 4. The Article 8 process should be used to identify the need for protective clothing and safety devices to address environmental or equipment hazards. The consensus decision of the team/council shall be the basis for the acquisition and distribution of such equipment and clothing to accomplish the work of the agency, provided that nothing shall preclude Management from buying safety equipment and ordering an employee to use the safety equipment. It is the employee's responsibility to properly and consistently use safety equipment, personal protective equipment, and other devices and procedures provided or directed by the Agency, and necessary for their protection.

SECTION 5. Management should provide controlled access, as appropriate, to the working area for employees working alone or outside the normal business hours.

SECTION 6. When the Agency orders an employee to undergo a fitness for duty examination, the employee will be in a duty status while undergoing the examination. The NWS will be responsible for all costs related to the examination, if the NWS selects the doctor. If the employee selects the doctor, the NWS will be responsible, only for the cost of the examination.

SECTION 7. Management shall keep a well-stocked first-aid kit and booklet, as recommended by the American Red Cross, in facilities where there is no co-located health unit. A first-aid kit shall be provided, upon request, when employees are working in a location remote from the facility.

SECTION 8. Employees are required to immediately report to their supervisor any accident or injury, major or minor, which occurs on the job. When an employee becomes ill or is injured in the performance of his/her duty, the employee must advise the supervisor as soon as possible. In cases where the employee is medically unable to contact his/her supervisor, an employee's family member or other representative may provide the required notification. Management shall refer the employee to the appropriate Personnel Division or if necessary, arrange for the Personnel Division to counsel the employee as to his/her rights to file for compensation benefits and required time frames. If requested by the employee, the Personnel Division will assist the employee in the completion of the appropriate forms. The, affected employee will be supplied with a copy of the completed forms. The parties recognize that the Office of Workers' Compensation Programs (OWCP) (Dept of Labor) approves or disapproves compensation claims and the amounts to be paid, and that Management has no control over the OWCP. Regulations covering traumatic injury or occupational illness are defined in the DAO 202-810. An employee who sustains a traumatic injury may select, within thirty (30) days, the continuation of regular pay (COP) for a period not to exceed forty-five (45) days in lieu of sick or annual leave.

SECTION 9. Management and NWSEO will jointly, through local meetings at the operating level, develop, maintain and post an up-to-date list of telephone numbers of appropriate doctors, ambulance, rescue squad, police and fire departments, and hospitals for use in cases of medical emergencies. If requested, Management may assist in arranging transportation for an employee being sent home due to illness or accident on the job.

SECTION 10. An employee recuperating from a non-job-related illness or injury and temporarily unable to perform the duties of his/her assigned position may submit a written request to his/her supervisor for temporary assignment to productive duties commensurate with the disability and the employee's qualifications. The employee shall provide a medical certificate signed by a licensed/registered physician, or other practitioner, attesting to the illness or injury and the probable length of the employee's disability. Management shall give proper consideration to the employee's request. Such assignments, if granted, shall not be for more than thirty (30) days in duration. Request for longer periods must be approved by the appropriate Regional Director whose decision is final and non-grievable in accordance with federal regulations and law.

SECTION 11. The NWS agrees that it is not intended for an employee to be exposed to unsafe working conditions beyond requirements imposed by the job. Such conditions shall be regulated by applicable laws, regulations and agency publications. General schedule employees who believe that an unusual physical hardship or hazard was not taken into consideration in the grading of his/her position may appeal through the classification appeals procedures.

SECTION 12. Employees are encouraged to make recommendations through NWSEO to Management for Article 8 meetings that will:

- A. promote safety and health education
- B. emphasize safety precautions
- C. identify areas which should receive increased emphasis, such as field safety concerns of electronics technicians, field engineering personnel and cooperative program managers.

SECTION 13. Employees who are concerned that an adverse health effect is caused by a malfunction of VDTs, CRTs, or other electronic equipment may make a report of the alleged unhealthy conditions to the NWS. Management will follow Federal rules, regulations, and guidelines for exposure to electromagnetic fields, when and if established. In the case of VDTs and CRTs, Management agrees to utilize available corrective measures to reduce the effects of the adverse factors. Generally-accepted industry standards for radiation levels, ergonomics, and work space lighting should be specified by Management during the procurement process for new equipment, devices, or systems.

SECTION 14. Management agrees to provide personal feminine hygiene supplies in all facility remodeling or new facility construction in the interest of good health and hygiene.

SECTION 15. The National Weather Service and NWSEO encourage employees to take advantage of specialized health and safety expertise offered by professional groups, such as the American Red Cross, Fire Departments, Rescue Squads and other local community groups. When requested by the employees, Management shall make a reasonable effort to provide formal, locally-administered, first aid and cardiopulmonary resuscitation (CPR) courses.

SECTION 16. In the event of construction or remodeling within a facility, Management will ensure that proper safeguards are maintained to prevent injury to employees. If Management has control over, and advance knowledge, of any use of chemicals or pesticides at the facility, the NWSEO Steward will be notified in advance of the nature and the purpose of their use.

SECTION 17. Fire evacuation plans will be developed at each facility where one has not been established. The plan should be reviewed annually at each facility. Fire evacuation plans shall be conspicuously displayed. Management shall provide for an annual review of fire evacuation procedures by all personnel, and provide training in the operation of fire extinguishers and other related equipment at each facility.

SECTION 18. Employees who perform duty involving exposure to hazardous conditions or physical hardships shall be paid hazardous pay differentials, as appropriate, under applicable law and regulations.

SECTION 19. To ensure the safety and health of handicapped employees, Management will make facilities accessible to the handicapped in accordance with applicable Federal laws, rules, and regulations.

ARTICLE 25
COMMUNICATIONS AND FACILITIES

SECTION 1. Management will provide bulletin board space for posting of NWSEO material. At new or remodeled facilities where space is adequate, as determined by management, a NWSEO bulletin board will be provided. In those instances where space currently utilized is not appropriate, alternate space shall be provided to conform with the provisions of this agreement, NOAA/DOC and GSA Regulations. NWSEO material posted on the bulletin board shall not be libelous or scandalous. Management agrees to discuss any objection to posted material with NWSEO and may request its removal. These bulletin boards shall be the only place for the display of NWSEO notices, literature, and correspondence. NWSEO will maintain, the bulletin board in a neat order and the material shall be current.

SECTION 2. NWSEO may place literature in the mail slot boxes of the bargaining unit employees during non-work time. Management agrees to distribute direct mailings of NWSEO literature to addressees at facilities where the mail is initially delivered to and distributed by the NWS. Management assumes no responsibility, if the mail is not received.

SECTION 3. NWSEO representatives may use certain NWS equipment and basic office supplies for representational purposes. Employees and NWSEO representatives must first obtain authorization from their supervisor before using the equipment. Such requests shall normally be granted if they do not interfere with operational requirements or budgetary constraints of the office/unit and are not a significant additional cost to the NWS. Equipment authorized for use under this agreement is limited to the available personal computers (as determined by management), agency-licensed or copyrighted software, typewriters, copying machines, FTS or other government-leased telephones, facsimile machines, desks, e-mail and government Internet access.

SECTION 4. NWS office space that has been requested for use by authorized NWSEO officials are for the purpose of local meetings shall be provided, when available, at no cost to NWSEO, unless additional costs are incurred by NWS. Such additional cost will be charged to NWSEO. Facilities will not be provided if they interfere with operations. Employees who attend these meetings must be in a non-duty status.

SECTION 5. When a NWSEO representative is performing representational duties under this agreement, Management shall make reasonable effort to provide a meeting place which will protect the confidentiality of any discussions. The NWSEO representative must request the use of the space in advance.

SECTION 6. In such facilities where suitable shelf space is available in non-work areas, as determined by management, NWSEO shall

be permitted the use of the space to store NWSEO publications. In facilities where unused suitable space is available in non-work areas, NWSEO may be permitted to use the such space for storage of up to one (1) file cabinet or similar container for storage of NWSEO material. In all instances Management will determine the availability of space and-reserves the right for withdrawal of permission, should the space be needed for NWS office use or storage.

SECTION 7. Management shall make reasonable effort, within budgetary constraints, to provide small individual lockers or similar containers for employee's storage of personal items. Employees will supply their individual locks as needed. Management will not make searches of locked lockers or containers, except on the basis of reasonable suspicion. Such searches will be made in the presence of the individual or his/her representative. All other storage areas in the facility are considered as a part of internal security and management reserves the right to search as necessary.

SECTION 8. Internet Use

The limited personal use of the Internet/E-mail by employees in the workplace on an occasional basis is authorized, provided that the use: (1) involves minimal expense to the government; (2) does not interfere with official business; and (3) makes clear that the e-mail, is personal and not in any way identified as an official NOAA communication.

While the occasional, moderate personal use of Government Internet/E-mail resources on official time (i.e., in a duty status) is acceptable, some uses are strictly prohibited. Prohibitions include, but are not limited to: (1) using resources to earn outside income or for private gain; and (2) using resources for activities which are inappropriate or offensive to co-workers or the public, including accessing and/or transmitting sexually explicit materials or remarks.

Where there is reasonable cause to believe employees may be misusing the Internet/E-mail, supervisors may request that official inquiries be conducted on their employees' Internet/E-mail activities, including accessing computer file information. Employees found to be misusing Government Internet/E-mail resources may be subject to disciplinary action up to and including removal from the Federal Service.

ARTICLE 26
NOT USED

ARTICLE 27
MISCELLANEOUS

SECTION 1. Agency directives maintained at a unit/office shall be available to the Union steward at those locations during the office hours of those facilities. No official time or travel is authorized to review these directives other than the official time authorized in Article 7, Section 2.

SECTION 2. Employees preparing weather service products for issuance to the general public or special user groups will not be required to append their surnames to such products. However, employees who choose to sign or initial their weather products may do so. Exceptions to the above are: (1) initials are required on In-Flight Advisories and Area Forecasts (FA's) and (2) signatures are required on National Center issuances that have traditionally been signed -- examples are the National Weather Summary, Severe Weather Watches, and Hurricane Advisories.

SECTION 3. Insofar as it is within the control of the NWS, management will maintain provisions for personal property, parking, eating and NWS-procured cooking facilities, refrigerators and sinks. Management will, to the extent within its control, consider the continuation of maintaining the amenities mentioned above in new facilities., Employees are not authorized to use NWS facilities to store large personal items such as boats, motorcycles or bicycles. Bicycles and motorcycles used for daily transportation will utilize local parking facilities. The parties understand that outside agencies may impose parking or space requirements that may limit this provision.

SECTION 4. Management will type and print the final copy of this Agreement. The agreement shall be printed in 8½ x 5½ inch booklet style format. It shall include a table of contents and a topical index. The Union will be provided with 1,200 printed copies. The Union is responsible for the distribution of this Agreement to its officers, stewards and bargaining unit employees. Management shall provide one copy of this Agreement in printed and/or electronic media format to all stations/office units for bargaining unit employees' reference. Each party bears responsibility for reproducing any additional copies desired.

SECTION 5. Carrying and use of official pagers, beepers, and cell phones by employees not in a duty or pay status shall be considered voluntary. Work performed as a result of beeper, pagers, and cell phone activity shall be compensated in accordance with Article 20, section 7.

SECTION 6. Employees may make claims for damage to, or loss of, personal property resulting from incidents related to their performance of duties. The NWS agrees to obtain assistance for the employee with respect to the proper completion of the appropriate claim forms.

SECTION 7. Where staff meeting attendance is mandatory, employees in attendance will receive compensatory time or overtime pay as appropriate if otherwise not in a duty status.

SECTION 8. Dress codes for bargaining unit employees will not be changed without first bargaining with NWSEO in accordance with Article 8.

ARTICLE 28
CHANGES AND AMENDMENTS TO THE AGREEMENT

Either party may request that this Agreement be opened at any time for the purpose of amendment. Any request shall be in writing and must be accompanied by the amendment(s) proposed. Within a reasonable time of receipt of such requests, representatives of Management and the Union will negotiate the matter in accordance with Article 8, provided that both parties mutually consent to reopen the Agreement. No changes to the Agreement other than the issues raised by the proposals shall be considered. Agreement shall be evidenced by written amendment executed by both parties. This will be the only mechanism for effecting changes to this Agreement.

ARTICLE 29
DURATION AND TERMS OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect for a period of three (3) years from its effective date. It shall be renewed from year to year thereafter unless written notice of a desire to terminate, renegotiate or amend the Agreement or any part thereof is served by either party upon the other between the 60th day and 105th day prior to the expiration date.

SECTION 2. A Memorandum of Understanding shall be executed by the parties that will specify the ground rules to be used in the renegotiation of this Agreement.

SECTION 3. This Agreement will remain in effect for 90 calendar days from the start of formal renegotiation or amendment of said Agreement, exclusive of any time necessary for FMCS or FSIP proceedings. If at the end of the 90-calendar day period an agreement has not been reached and the services of neither FMCS nor FSIP have been invoked, either party may, upon written notification to the other, terminate any or all sections of the Agreement.

ARTICLE 30
GOVERNMENT HOUSING

SECTION 1. Government housing is defined to be any government-owned or leased employee living quarters administered by the National Weather Service.

SECTION 2. Employees shall share the responsibility for housing areas. Management will provide notice and schedule with employee tenants a reasonable time for entering rental units for the purpose of making routine repairs, general maintenance, inspection and inventory. For the protection of life and property during emergencies (smoke, water, freeze-up, explosion, etc.) access may be without notice. Management will not abuse the right to privacy. Employee tenants will not unreasonably keep authorized management representatives from entering quarters.

SECTION 3. Third Party Relocation

For NWS employees, NOAA will pay the full relocation service company fee for residences whose value does not exceed \$200,000 [reference NOAA Travel Handbook 302-12.2(b)]. Where, however, there is "locality pay" (New York, Los Angeles, San Francisco, etc.), or "cost of living allowances" (Alaska, Hawaii, and Puerto Rico), NOAA will pay the full relocation service company fee for residences whose value does not exceed \$300,000.

ARTICLE 31
AWARDS

SECTION 1. Recognition by performance and/or incentive awards is a means of improving employee morale, efficiency and productivity.

SECTION 2. Management and the Union encourage all bargaining unit employees to submit recommendations in accordance with the provisions of the Department of Commerce (DOC) Suggestion Program to reduce the costs of NWS operations and result in more efficient Government operations. All decisions and awards will comply with the requirements and procedures of the DOC Suggestion Program.

SECTION 3. Awards shall be processed in accordance with current DOC rules and regulations applicable at the time of the award determination.

SECTION 4. On an annual basis, Management, through the appropriate ASC, shall furnish the union a list of known monetary awards given bargaining unit employees within that year. This listing should include the name of the employee, his/her duty station, and the dollar amount of the award.

ARTICLE 32
CONTRACTING OUT

SECTION 1. It is recognized by the parties that although most activities performed in the NWS by employees are "governmental" in nature, there are some activities performed by employees of the NWS which can be considered as "commercial" in nature in accordance with the procedures established in OMB Circular A-76, and DOC/NOAA implementing instructions. The means for conducting new commercial activities, i.e., those not currently being performed by NWS employees, is excluded from coverage by this Agreement.

SECTION 2. NWS Management may, from time to time, be required by NOAA or DOC to develop an inventory of NWS commercial activities performed by NWS employees for subsequent study under OMB Circular A-76. Management may also determine that the conduct of certain well-established NWS commercial activities (e.g., taking surface or upper-air weather observations) by NWS employees may be potentially accomplished by private sector firms in a more efficient, more effective, or a less costly manner than as they are currently being performed by NWS employees.

Management agrees to provide the President, NWSEO with the identification of any such commercial activities which have been determined to be studied, any available proposed schedules of key events for such studies, and any other pertinent information within ten days of the completion or alteration of such a listing. Updates of these schedules will provided to the NWSEO President within 15 days of their approval.

SECTION 3. The NWSEO recognizes that the most important factor in the OMB Circular A-76 decision process is the cost of performing the commercial activity. A decision to retain performance of the commercial activities by NWS employees requires the timely implementation of the MEO. The MEO implementation may positively or adversely impact existing employees in the unit(s) studied.

SECTION 4. Prior to the scheduled MES completion date, the NWSEO is encouraged to consult with the NWS and provide recommendations as to how the NWS may best structure the work under study to reduce costs and/or increase productivity and efficiency, in order to enhance the competitiveness of the Government's bid. The NWS will give such input full consideration.

The NWSEO may request copies of the SOW from the NOAA/DOC Procurement Office once the SOW is processed and advertised by NOAA/DOC procurement officials in the Commerce Business Daily. The MEO documentation and cost comparison form can only be provided to the NWSEO, upon request, after the final decision to contract or retain by in-house performance is made. Final decisions of A-76 reviews are not grievable. The implementation of the results of A-76 reviews are subject to the provisions of Article 8.

ARTICLE 33
POSITION DESCRIPTIONS

SECTION 1. Position descriptions are not assignments of work. Rather, position descriptions are intended to basically contain the principal duties and responsibilities of the position. It is recognized by the parties that while many changes in an employee's duties can occur during the lifetime of a position description, the scope of those changes may range from very substantial change to change of an inconsequential nature. Management agrees to make reasonable efforts to ensure that position descriptions reflect substantial changes in employee duties.

SECTION 2. Employees will be provided a copy of their current position description and any updates reflecting substantial change as soon as practicable. If an employee believes that his/her position description does not adequately or accurately reflect his/her assigned duties or responsibilities, he/she should, on an informal basis, discuss the matter with the supervisor.

When a position duty which is either grade determining, regular and recurring, and/or substantive in nature is not included in an employee's position description, the NWS will amend that description as soon as practicable to reflect that duty. Employees also have a responsibility in ensuring their position descriptions are accurate.

A dispute regarding the accuracy of an employee's position description may be grieved under Article 10 of this Agreement. Any employee who feels that his/her position is misclassified may request through his/her supervisor an audit and/or appeal of his/her position duties and responsibilities.

The appeal decision may result in a raising, lowering or substantiating the grade of the position as the facts warrant. The effective date of any change will be stated in the decision.

SECTION 3. When significant changes to the duties and responsibilities listed in "standard position descriptions" are to be made by the NWS, Management agrees to notify the NWSEO President in accordance with Article 8 of this Agreement.

ARTICLE 34
OFFICIAL PERSONNEL FOLDERS

ACCESS TO OFFICIAL PERSONNEL FOLDERS

All bargaining unit employees, and/or their duly authorized representatives, may review the contents of their own Official Personnel Folder. Insofar as practicable, they shall be furnished a copy of documents therein. An employee may review the contents of his/her own folder only in the presence of an employee of the personnel office or an individual designated or approved by the personnel officer, and in accord with all applicable Office of Personnel Management and Department of Commerce regulations governing the security and the confidentiality of Official Personnel Folders. A bargaining unit employee may request, in writing, to review the contents of his/her Official Personnel Folder from the personnel officer having custody. Any designation of a representative must be made as part of the written request to review the contents of the folder. The contents of the Official Personnel Folder will be forwarded within 15 calendar days of receipt of the written request. The personnel officer shall designate in writing, a member of management within the employee's commuting area as the temporary custodian of the folder. The personnel officer shall transmit with the material a statement certifying that the material is a true copy of the folder contents, and shall list all exceptions. The employee and/or their designated representative may copy or photocopy any document contained in his/her OPF, with the exception of records restricted by law or regulation.

ARTICLE 35
EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. Management agrees to inform employees about the services available from the Employee Assistance Program annually. The EAP contact point and means of contact will be posted on bulletin boards. When an employee requests assistance from the EAP, Management shall make every reasonable effort possible to help the employee obtain the needed services.

SECTION 2. Participation in the EAP shall be voluntary. Confidentiality shall be maintained in accordance with OPM, HHS, and DOC policy.

SECTION 3. The EAP shall cover such matters as family problems, child care, elder care, marital problems, alcohol and drug abuse, stress, legal consultation, and financial problems.

SECTION 4. An employee who is referred to the Employee Assistance Program will be granted administrative leave for the initial counseling session. All other counseling sessions will be charged to the appropriate leave (i.e. sick leave, annual leave or leave without pay.)

SECTION 5. Management will notify NWSEO of any changes to the Employee Assistance Program.

ARTICLE 36
HOME LEAVE AND RETURN RIGHTS

SECTION 1. OVERSEAS TOUR RENEWAL AGREEMENT TRAVEL

Employees may be eligible to receive allowances for travel and transportation expenses for the purpose of returning home to a home of record in the contiguous U.S. on leave between tours of duty overseas. This entitlement is sometimes know as "Vacation Leave".
(See FTR 302 - 1.13)

Up to two trips every 5 years may be authorized for an employee and his family who are eligible for the reimbursement of these travel expenses. Employees in Alaska and Hawaii prior to 9/8/82 had the right for Overseas Tour Renewal Agreement Travel. After that date this travel is only authorized on a site-by-site basis for those locations where it is found necessary for recruitment purposes. Additionally, the previous tour of duty must have been successfully completed and a new written agreement for an additional tour must be executed.

SECTION 2. RETURN FOR SEPARATION

Employees that are retiring from Government service or otherwise leaving Government service and are eligible for return transportation to his/her place of actual residence (See FTR 302-1.12(d)), must set a return date at the time of their termination. That transportation date must be within a reasonable period of time (normally 6 months) and be clearly incident to the termination of his/her assignment in order for the transportation costs to be reimbursable.

ARTICLE 37
DRUG-TESTING PLAN

SECTION 1. GENERAL PROVISIONS OF DRUG TESTING OF UNIT EMPLOYEES

A. Management agrees that it will conduct drug testing of bargaining unit employees in accordance with the procedures of Department of Commerce (DOC) Drug-Free Workplace Plan (DFWP), the Drug-Free Workplace Guide (Guide), and any decision of a court of competent jurisdiction that is binding on the NWS. To the extent required by Statute, if the employer proposes to modify or revise its DFWP and/or Guide, NWSEO will receive adequate prior notice of the proposed changes, and will be provided with an opportunity to submit bargaining proposals and enter into negotiations concerning these proposals.

B. This Article incorporates for reference purposes the DOC DFWP and Guide, dated May 1990.

C. There will be no direct observation of an employee while in the act of providing a urine specimen unless the agency has reason to believe that a particular individual may alter or substitute the specimen to be provided.

D. When an employee is notified of a confirmed positive test, the employee may submit evidence to the Medical Review Officer (MRO) to justify a positive test result. In accordance with HHS guidelines, the MRO shall give the employee an opportunity to discuss the test result.

E. The parties agree that should any question arise as to the accuracy or validity of a positive test result, only the MRO is authorized to order a reanalysis of the original sample. Any retest must be conducted at a laboratory under HHS guidelines.

F. An employee, upon request, may have a union representative. The representative may accompany the employee to the collection location. No unauthorized person will enter the collection site, and no management official and/or union representative will interfere, in any way, with the collection process. The representative will be on official time from the time of the call back until the collection process is completed.

G. The agency agrees to pay any travel expense for any employee required to travel outside his/her normal commuting area for the purposes of drug-testing.

H. In consideration of an employee's right to privacy, any designated collection site must meet the requirements of HHS guidelines.

I. Any test result and any other related documentation from a drug test will not become part of an employee's Official Personnel Folder (OPF).

J. Use of the drug testing program to punish or harass employees is strictly prohibited.

K. Bargaining unit members may grieve a positive test result at Step 3 of the employee grievance procedure, in accordance with the CBA.

L. In accordance with the DOC Guide, when an employee has been directed to take a drug test, he/she will be given a specific written notice stating the reason(s) for the test. In consideration of the employee's privacy, notification by the contacting officer will be made from a private and secure area.

M. Failure to appear for a scheduled collection is considered failure to cooperate with the drug testing procedures. An employee who fails to appear for testing will be given an opportunity to explain why. Management will consider any mitigating and aggravating circumstances that prevented the employee from appearing. At its discretion, management may reschedule the employee for another test.

If the employee fails to provide a reasonable explanation for failure to appear for a scheduled collection, he/she may be subject to appropriate disciplinary action.

N. If an employee is requested to remove any unnecessary outer garments and/or personal belongings, these will be secured in accordance with HHS guidelines.

O. If an employee is unable to provide at least 60 milliliters of urine within 60 minutes after arrival at the collection site, the employee will be given a reasonable period of time to provide a specimen. To facilitate producing a specimen, the employee may be given a reasonable amount of fluids. As a general rule, the employee will be allowed 4 hours or until the end of the shift, whichever is later.

If an employee fails to produce an adequate urine specimen because of a legitimate medical problem, as determined by the MRO, no disciplinary action shall be taken against the employee.

If the MRO determines there is no legitimate medical problem for an employee's failure to produce an adequate specimen, appropriate disciplinary action may be initiated against the employee. The employee may grieve the MRO's determination at Step 3 of the grievance procedure.

P. The laboratory shall send test results to the agency's MRO within an average of five (5) working days after receipt by the laboratory. Normally, test results from the contract laboratory will be received via computer located in the MRO's office. In the event of a computer outage, reports shall be sent from the contract laboratory via Federal Express or Express Mail.

Q. The MRO will notify the employee of a positive test result via certified mail.

R. Employees who receive a positive test result are subject to disciplinary action. The nature of the disciplinary action will be determined on a case by case basis.

Any employee subject to any disciplinary or adverse action will be afforded the rights outlined in Article 12 of this Agreement. Any disciplinary action will be taken in accordance with applicable law, rule or regulation.

S. Each employee tested will be allowed to review each entry on the chain of custody form. Chain of custody standardized forms will be properly executed by the collection site personnel upon receipt of the specimen to ensure custody is maintained at all times.

SECTION 2. REASONABLE SUSPICION TESTING

A. Reasonable suspicion testing will be administered in accordance with the Department's Drug-Free Workplace Plan and Drug Testing Guide.

B. All documentation used by management to support a test based on reasonable suspicion will be provided to the employee.

C. An employee subject to reasonable suspicion testing will be considered on duty from the time of notification until the test is complete. An employee directed to report for a drug test on a day he or she is not scheduled to work, or directed to return for purposes of a drug test, will be considered on duty consistent with applicable law and its implementing regulations.

D. The notice to test based on reasonable suspicion will be presented in writing to include the complete basis for the decision to test.

SECTION 3. POST-ACCIDENT DRUG TESTING

Employees who are involved in on-the-job accidents or who engage in unsafe on-duty, job-related activities that pose a danger to themselves or others or to the overall operation of the NWS will be subject to testing. Based on the circumstances of the accident or unsafe act, testing may be initiated when the accident or unsafe practice results in:

- A. A death or personal injury requiring immediate hospitalization, or
- B. Damage to government or private property in excess of \$5,000.

SECTION 4. DRUG TESTING OF JOB APPLICANTS

A. All vacancy announcements for testing designated positions (TDPs) within the National Weather Service bargaining unit shall include the following statement: "Except as prohibited by law, all applicants tentatively selected for this position will be required to submit to urinalysis to screen for illegal drug use prior to appointment."

SECTION 5. MONITORING OF THE DRUG TESTING PROGRAM

- A. The agency will provide the Union with a written list of current NWS TDPs.
- B. The agency will semi-annually provide the union with a written list of all labs engaged in drug testing. The list will include the lab name, address, telephone number and names of contact person for each lab. Should the agency change laboratories, NWSEO will be notified of such change.
- C. The agency will provide an annual written report to the union which will include the number of unit employees tested, and the types of tests, number of positive and negative test results and the number of false positives.

SECTION 6. DRUG TESTING AND EMPLOYEE ASSISTANCE PROGRAM

- A. EAP-related records and information concerning participants shall be kept in a confidential manner in accordance with Federal law and regulation. These records and information shall not be given to any management official without the written consent of the employee.
- B. The medical review officer is responsible for determining when an employee may be medically cleared to return to critical safety/security duties. If the MRO determines that a Unit employee is not cleared to return to a TDP, he/she may grieve that determination at step 3 of the employee grievance procedure.

This constitutes agreement between the National Weather Service and the National Weather Service Employees Organization on the collective bargaining agreement which precedes this signature page. The head of the agency shall approve the agreement within 30 days from the date the agreement is executed if the agreement is in accordance with law, rule, regulation and the Statute. If the head of the agency does not approve or disapprove the agreement within the 30-day period, it shall take effect the 31st day.

FOR THE UNION

FOR THE AGENCY

signed
Paul T. Greaves
National President, NWSEO

signed
John J. Kelly, Jr.
Assistant Administrator
for Weather Services

signed
Paul T. Greaves
Chief Union Negotiator

signed
Mark E. Brown
Chief Agency Negotiator

9-25-01
Date Executed

MEMORANDA OF UNDERSTANDING

1. The parties agree to implement WSOM G-01 as written with the exception that the last sentence of Section 7.4 is deleted.

2. The parties agree to implement the Department of Commerce Leave Handbook with the understanding that vacancy announcements for positions at Wake Island, Guam, American Samoa and San Juan will carry the statement that "Employees filling these positions may be eligible for home leave under the provisions of 5 C.F.R. § 630.601."

3. The parties agree that, in implementing NOA 202-531A, "Application of Highest Previous Rate Flexibilities" it is the intent of the National Weather Service to continue its practice of matching an employee's highest previous Federal salary, to the extent allowed by law, rule and regulation.

signed
David P. Powell
President, NWSEO

signed
Joseph T. Smith
National Weather Service

2-11-93
Date

MEMORANDUM OF UNDERSTANDING

WSOM CHAPTER A-06

Policy and Guidelines Governing NWS and Private Sector Roles

In implementing the provisions of WSOM Chapter A-06, the NWS and the NWSEO agree to the following:

1) Experienced NWS professional and technical employees routinely exercise judgment in their daily work situation, and they may be called upon to interpret the policy guidance contained in WSOM Chapter A-06. If an employee is faced with a request for service which he/she is unsure complies with this WSOM policy, the employee should seek an interpretation and/or guidance from his/her supervisors.

2) In circumstances where a supervisor may be unavailable on site or by phone, and if the situation is so immediate that it is impractical for the employee to seek clarification, the employee should provide the requested service and seek further clarification afterwards.

3) Consistent with the provisions of Article 12, Section 1.B of the Collective Bargaining Agreement (Discipline), the employee should first be advised or counselled about the application of the policy. Similar future actions of the employee will then be expected to conform with the policy and the guidance supplied by the supervisor.

4) When a request for services to be provided by the NWS is determined to be inappropriate, the employee should follow the instructions of the WSOM Chapter. For further clarity in handling referrals of requesters to the American Meteorological Society or National Weather Association, the following sentence will be added to Section 4.5 of WSOM Chapter A-06:

“If a requester is referred to the offices or chapters of the American Meteorological Society or the National Weather Association, the requester should be informed that these two organizations actively certify those in the profession to provide various private sector services.”

signed
For the NWS:
Joseph T. Smith

signed
For the NWSEO:
Ramon I. Sierra

Date: 6-16-93

Date: 6-16-93
Management Counter #1
June 16, 1993

MEMORANDUM OF UNDERSTANDING

ASOS Interim Procedures

1) It is the intent of NWS Management to maintain the existing surface observing equipment at sites where surface observations are taken by NWS staff to the extent necessitated by operational weather program requirements.

2) In the event that local field office. procedures are developed governing the monitoring, augmentation, supplementation, or back-up of ASOS observations, the consultation procedures outlined in Article 8, Section 3 of the collective bargaining agreement shall apply prior to implementation.

3) In the event that the monitoring, augmentation, supplementation, or back-up of ASOS observations becomes significantly time-consuming so as to conflict with the performance of other operational priority duties, the employee is expected to exercise his/her judgment in determining which of the duties takes precedence, with the highest priority placed on public safety. Except for employee negligence, liability is assumed by the Government.

4) The NWS will develop a statement(s) describing of the ASOS monitoring, augmentation, supplementation, or back-up activity which will be included in the applicable performance plans of NWS employees charged with performing those activities. This activity statement shall be provided to the NWSEO no later than August 1, 1993. This will be followed by the accomplishment of any activities required by Article 8 of the collective bargaining agreement.

5) As in all operational field office situations which require the call-back or call-in of additional staff to accomplish operational shift activities, the bargaining unit shift leader is likewise authorized to assess the need for and to call in necessary added shift staff, subject to local office guidelines.

signed

For the NWS:
Joseph T. Smith

signed

For the NWSEO:
Ramon I. Sierra

Date: 6-16-93

Date: 6-16-93

April 6, 1993

Mr. Leo Harrold
NOAA LRO for NWS
SSMC #1 Station 3106
1335 East West Highway
Silver Spring, MD 20910

Dear Leo,

MEMORANDUM OF UNDERSTANDING
EMPLOYEE PARKING AND RIDE SHARING PROGRAM
BETWEEN
NWSEO/NOAA

The following constitutes an agreement reached as a result of impact and implementation (I&I) collective bargaining between the National Weather Service Employees Organization (NWSEO) and NOAA management concerning changes to the NOAA Employee Parking and Ride Sharing Program.

PROCEDURES:

1. Handicapped employees that wish to continue parking in the SSMC garages #1 and #2 will be allowed to continue parking in those garages at the rates previously set.

Single driver	\$30.00
2 persons	25.00
3 or more	free

2. NOAA will provide parking slots in SSMC garages #1 and 2 for NWSEO national officers, or their representatives, free of charge, when NWSEO national officers or their representatives are engaged in negotiations or other LMR/CBA related activities.

3. NWSEO stewards will be allocated one free parking space, per steward, on a permanent basis.

4. Shift workers will be allowed to park in the SSMC#1 and 2 garage(s) between 4:30 pm and 6:00 am, free of charge.

5. Handicapped employees who no longer wish to use the parking facilities in the SSMC#1 or 2 garage(s) will be assigned free parking spaces in the new SSMC#3 facility.

6. Handicapped employees who choose to park in the SSMC#3 parking facility will be provided escort, upon request, from the parking garage to the SSMC #2, and at the end of the day, escort back to their parking area.

7. Employees who park in the SSMC#3 parking area and cannot afford the monthly parking fee will be allowed to leave their duty station for up

to 20 minutes to return to the parking garage to place coins in the meter.

8. Handicapped employees who choose to park at the SSMC#1 and 2 garages will only be required to meet handicapped standards that the county requires for certification; otherwise, the policy is discriminatory and cannot be condoned.

Current handicapped bargaining unit employees who park at the SSMC complex and are blind, visually impaired, or confined to a wheel chair will not be required to recertify.

Otherwise, the MOU signed in March 1992, remains in effect.

Sincerely,

signed

David T. Powell Jr.,
National President

**JOINT MEMORANDUM OF AGREEMENT
BETWEEN
THE NATIONAL WEATHER SERVICE EMPLOYEES ORGANIZATION
AND THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION**

This memorandum is being entered into in consideration of the objections raised by the Department of Commerce over the negotiated dues withholding articles in the current contracts between NWSEO and the National Weather Service and the National Environmental Satellite, Data and Information Service, NOAA, DOC. Therefore, this memorandum replaces those dues withholding articles and constitutes agreement between NOAA and all employees of NOAA in the National Weather Service and the National Environmental Satellite, Data and Information Service bargaining units as represented by NWSEO. This agreement becomes effective on March 2, 1996.

Dues Withholding

SECTION 1. Employees covered by this article are those NWS and NESDIS employees in bargaining units as certified by the Federal Labor Relations Authority. Eligible employees who are members of the Union are permitted to pay dues through the authorization of voluntary allotments from their compensation. This article covers all eligible employees:

- A. Who are members in good standing in the Union;
- B. Who voluntarily complete Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for payment of Employee Organization Dues;
- C. Who receive compensation sufficient to cover the total amount of the allotment; and
- D. Who are in an exclusive bargaining unit, and are members of a local Union holding exclusive recognition in that unit. The provisions of this Article are subject to, and will be governed by, applicable Federal laws, rules and regulations issued by the Office of Personnel Management, Federal Labor Relations Authority, and Department of Commerce regulations, and will be modified by any future amendments thereto.

SECTION 2. The Union is responsible for:

- A. Purchasing and distributing Standard Form 1187;
- B. Notifying the NOAA Labor Relations Office in writing of:
 - 1. Current authorized names and titles of officials who will make the necessary certification of Standard Form 1187 in accordance with this Article.
 - 2. Any change in the amount of dues to be deducted.
 - 3. Any employee who is no longer in good standing within 10 days of the date of such determination.
- C. Forwarding properly executed and certified Standard Form 1187 to the NOAA Labor Relations Office on a timely basis; Management's internal distribution system will not be used for this purpose.
- D. Keeping the NOAA Labor Relations Office informed of the name, title and address of the allottee to whom remittance should be sent. Until further notice the remittance will be sent to electronic fund transfer to NWSEO's financial institution per Direct Deposit Sign-up Standard Form 1199A executed October 12, 1989.
- E. Keeping the NOAA Labor Relations Office informed of the allottee to whom checks shall be payable. Until further notice this will be:

National Weather Service Employees Organization
601 Pennsylvania Avenue, N.W.
Suite 900
Washington, D.C. 20004

SECTION 3. NOAA is responsible for:

- A. Permitting and processing voluntary allotment of dues in accordance with this Article;
- B. Withholding dues on a bi-weekly basis;
- C. Notifying the Union when an employee is not eligible for an allotment. The NOAA Labor Relations office is responsible for this notification;
- D. Withholding new amounts of dues upon certification from the authorized Union official;
- E. Transmitting remittance checks each pay period to the

allottee designated by the Union including a listing of employees for whom deductions were made. Each remittance listing shall include the name of each employee for whom a deduction has been authorized during the current pay period and:

1. the amount withheld;
2. the employee's Social Security Number; and
3. the reason for no deduction, such as, "wages inadequate," "organization cancellation," "employee separated," "temporary promotion," or "canceled due to promotion."

SECTION 4. JOINT STIPULATIONS

A. The amount of the dues to be deducted as allotments from compensation will normally not be changed more frequently than once each twelve (12) months.

B. Management may provide reminders to employees of their anniversary date on their check stubs once each year.

C. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the employee organization. If the Union is not scheduled to receive a remittance check after discovery of an error, the gaining party agrees to promptly refund the erroneous remittance.

SECTION 5. The NOAA Labor Relations Office will be responsible for coordinating the actions described under this Article prior to payroll processing. The effective dates for actions under this Agreement are as follows:

Starting dues withholding: First pay period after date of receipt of properly executed and certified Standard Form 1187 by Payroll Office. An employee must remain on payroll deduction for one (1) year after commencement of dues withholding.

Changes in amounts of dues: First pay period after receipt of certification in Payroll Office.

Revocation by employee: First pay period after receipt of properly executed and countersigned by the NWSEO President of a standard Form 1188 or Request for Revocation Memorandum from the employee.

Termination due to loss of membership in good standing: First pay period after receipt of notification in Payroll Office.

Termination due to loss of exclusive recognition on which allotment was based: First pay period after date of receipt of notification in the Payroll office.

Termination due to separation or movement to an area not covered by this Agreement: First pay period after date of receipt of

notification in Payroll office.

SECTION 6. The Union is responsible for informing its members of the voluntary nature of the system for the allotment of employee organization dues and of the conditions under which the allotment may be revoked once a year. Employees may revoke their dues once a year by close of business on the employee's membership anniversary, but not earlier than the 14-day period immediately preceding that date. Timely and properly executed requests for revocation of dues shall be submitted to the Union, signed by the NWSEO president, and forwarded to the appropriate administrative support center for processing. An untimely request shall be returned to the employee,

SECTION 7. Union Grievances on alleged violations of this Article will be submitted by the President, NWSEO, or designee, to the NOAA Labor Relations Specialist within 30 calendar days of the action or condition giving rise to the action. Decisions by the NOAA Labor Relations Specialist shall be rendered in writing no later than 30 calendar days following receipt of the grievance.

signed signed
Ramon I. Sierra, NWSEO President Stewart S. Remer, NOAA HRM

Date: 11-16-95

Date: 12-4-95

**Memorandum of Understanding Between the
National Weather Service
and the
National Weather Service Employees Organization**

SUBJECT: Implementation of WSOM Chapter C-75

The NWS and NWSEO agree:

1. Verification scores shall not be used for rating the forecasting and warning performance elements of individual NWS meteorologists. Direct use of verification program scores is not considered suitable for individual performance appraisal purposes because objectively derived verification scores by themselves seldom fully measure the quality of a set of forecasts;

2. Forecast verification scores may be used to recognize excellence via the awards system, and to develop individual performance criteria designed specifically to bring about improved performance in a particular product, service, etc.;

3. Weather Forecast Offices will be provided a statistical output or summary to review at the AWIPS workstation for the purpose of providing the forecasters with direct feedback as to how well they are doing; and

4. Individual forecaster verification data will be a private matter between management and employee, and safeguarded accordingly.

 signed Date: 2-3-00
Ramon I. Sierra
NWSEO President

 signed Date: 1-28-00
Joseph T. Smith
Chief, Management and
Organization Division, NWS

Memorandum of Understanding (MOU)
between the
National Weather Service (NWS)
and the
National Weather Service Employees Organization (NWSEO)
regarding use of the
Myers-Briggs Type Indicator Instrument (MBTI)

The use of the MBTI instrument supports NOAA's Managing Diversity goals. The MBTI identifies individual preferences for gathering and processing information and making decisions, providing increased understanding of individual preferences as well as those of others. The MBTI can promote enhancement of interpersonal relationships through increased awareness and understanding of differences among employees both on an interpersonal and personal level. The parties agree increased knowledge and understanding of commonalities and differences can be both empowering and critical to individual and, ultimately, organizational success.

Therefore, the NWS and NWSEO agree to the following conditions regarding the administration of the MBTI instrument to all NWSEO bargaining unit employees:

1. The MBTI instrument shall be administered in accordance with the requirements and obligations established by Consulting Psychologists Press Inc.; practitioners are encouraged to review and incorporate NOAA's Diversity Council guidance into administration of the MBTI instrument;
2. The MBTI instrument shall be administered on a voluntary basis only;
3. Employees shall not be coerced in any way to participating in taking the MBTI instrument; accordingly, employees shall have the right to refrain from participation without fear of penalty, reprisal, disparate treatment, or any other prohibited personnel practice;
4. MBTI results, or a lack thereof, will not be used as the basis for effecting, or not effecting, any personnel action;
5. MBTI results will be kept confidential unless authorization is obtained from the respective employee; authorization may be either written, or implicit if the employee chooses to share his/her results during or after the feedback session;
6. The local union steward shall be notified of MBTI feedback sessions involving bargaining unit employees at the time employees are notified; the steward shall be afforded the opportunity to attend each session on official time;
7. The parties agree participation in the MBTI feedback session can be useful for all employees, regardless of an individual's participation

in the instrument. However, employee participation in MBTI feedback session shall be on a voluntary basis when such sessions are held outside an employee's fixed tour of duty. Appropriate overtime or compensatory time shall be authorized for employees attending outside their fixed tour of duty.

8. Violations of this understanding may be grieved through the applicable negotiated grievance procedure.

9. This MOU becomes effective on the date endorsed by the latest signatory and remains in effect as long as NWS continues offering the MBTI instrument to NWSEO bargaining unit employees.

signed
Ramon I. Sierra Date
NWSEO President

signed 8-23-00
John J. Kelly, Jr. Date
Assistant Administrator
For Weather Services

MEMORANDUM
OF UNDERSTANDING BETWEEN THE
NATIONAL WEATHER SERVICE EMPLOYEES ORGANIZATION (NWSEO)
AND
NATIONAL WEATHER SERVICE (NWS)

1. Management agrees to include a NWSEO representative on any Source Evaluation Board for the purpose of evaluating proposals to provide lodging for NWS employees who are temporarily assigned to the NEXRAD training facility at Norman, Oklahoma. NWSEO agrees that the union representative is bound by all proprietary information restrictions and by Source Evaluation Procedures found in the Federal, Department of Commerce and NOAA procurement and related regulations.

2. In the spirit of cooperation, management and the union will jointly prepare a Quality of Housing Questionnaire, Contract Housing Complaint Form, and a joint letter to the students.

FOR NWSEO:

/s/ David T. Powell
DATE: 1-25-91

FOR MANAGEMENT:

/s/ Andrew Pizzi
DATE: 2-13-91

MEMORANDUM OF UNDERSTANDING

1. In accordance with DAO-209.4, management will conduct occupational and safety and health inspections of SSMC #2 at least annually. Management further agrees to post a copy of CD-351, report of safety hazards on a Bulletin Board, on each floor. Form CD-351 will be made available to any employee who has a complaint on the air quality within SSMC #2. In addition, Form CD-351 is also available in the Employee Health Unit - Room 9300.
 2. Subject to applicable building regulations, a smoking area will be provided for each floor. Management will take the necessary steps to ensure that each smoking room is properly ventilated.
 3. Employees will be allowed to bring family or other personal photographs, and if they so desire, a plant to their office or cubicle.
 4. In order to ensure adequate lighting within work areas, and to reduce eye strain, management will, subject to applicable safety regulations:
 - a) provide shielded fixtures and non-glare monitors in those areas where light may interfere with reading computer screens. When necessary, lighting fixtures will be removed.
 - b) provide additional lighting, e.g., lamps, etc. in areas where light is insufficient.
 5. A kitchen/break area with microwave ovens, and refrigerator will be provided on each floor for employees.
 6. Bulletin boards will be placed and maintained as per previous agreements with NWSH LMR coordinator.
 7. Employees will be allowed to bring their radios to their work stations and play them at low volume. In no case will the volume interfere with the employee's performance or disturb employees in adjoining work area. Radios with earphones are also allowable, provided it does not interfere with performance.
- Management and NWSEO agree that Handicapped employees are very special people, and as such, should receive special attention as to facilities and safety. The parties agree that in order to insure the safety and health of handicapped employees, the following steps will be taken in accordance with applicable, local and federal laws, rules and regulations.
8. Parking of vehicles shall not be allowed on walkways or sidewalks.
 9. A device that emits a tone while passing through each floor shall be installed in each elevator for the visually impaired.

10. Any lighting inside stairwells shall at least meet the minimum standard candle power.

11. Restrooms should easily be accessible to the handicapped. Management agrees that it will provide either doors to restroom stalls that automatically close or doors to restroom stalls that have a long flexible strap attached to the inside of the stall doors, so they may be held closed during locking.

12. Facilities such as break and lunch areas should have appliances placed so that handicapped persons in wheelchairs will be able to reach and use such appliances.

13. Key card boxes should be located for easy access for persons in wheelchairs, e.g. closer to curbs for easier access.

14. A fire evacuation plan should be posted on each floor of SSMC building #2. A copy of the plan should be given to each employee. Monitor(s) will be assigned to each visually/hearing impaired or wheelchair-bound person. The monitor will assist the handicapped employee in case of an emergency or evacuation. The monitor's name and who they are assigned to will be listed on the fire evacuation plan. In no case will a handicapped person who is unable to move unassisted be left alone during an emergency situation.

15. Fire alarms for the hearing impaired (flashing red lights) shall be installed. Assigned monitors will insure that the hearing impaired are notified and evacuated.

16. A telephone (TTD system) for the hearing impaired shall be made available on any floor that a hearing-impaired works.

FOR MANAGEMENT

signed
Andrew Pizzi, NOAA
Labor Relations Specialist

FOR UNION

signed
Dave Powell, NWSEO
National President

signed
Executive Vice-President

signed
Ramon I. Sierra, NWSEO
Secretary-Treasurer

November 4, 1993

Andy Anderson
MSO/WT9773
National Weather Service Office
5225 Highway 10 West, Box 12
Missoula, MT 59801

Dear Andy:

This is in partial response to the letter from David T. Powell, Jr. to Dr. Elbert W. Friday, Jr., dated October 25, 1993. Dr. Friday will respond directly to Dave Powell on the other issues.

Dave Powell asked that I provide you with a letter of intent stating that NWSEO does not give up its statutory rights and can file ULP's without a 30 day notice. As you know, we have made exactly that statement on many occasions during the negotiations. Our position continues to be that Article 22 does not preclude NWSEO from filing ULP's without providing a 30 day notice to the National Weather Service. However, it is also our position that Article 22 expresses the intent of both parties to attempt informal resolution of potential ULP matters before filing with the FLRA.

I believe that this statement satisfies NWSEO's request on Article 22 and I look forward to the possibility of a resumption of negotiations in the near future.

Sincerely,

/s/

John T. Forsing
Chief Negotiator, NWS